

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008)
INC., SIERRA REALTY CALGARY CORPORATION AND
EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

APPLICATION RECORD

May 21, 2024

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Lawyers for the Applicants

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Exhibit “P”	Copies of PPSA searches against each of the Canadian Applicants and UCC search (Delaware) for EMS (US)
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Tab 1

**ONTARIO
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Applicants

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicants. The claim made by the Applicants appears on the following pages.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference,

before the Honourable Justice Penny presiding over the Ontario Superior Court of Justice (Commercial List) on Tuesday, May 21, 2024 at 2:00 p.m. EST, or as soon after that time as the application may be heard via video conference, at 330 University Avenue, Toronto, Ontario.

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyer or, where the Applicants does not have a lawyer,

serve it on the Applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

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

Date: May 21, 2024

Issued by:

Local Registrar

Address of court
office:

Superior Court of Justice
330 University Avenue, 9th Floor
Toronto, ON M5G 1R7

TO:

THIS HONOURABLE COURT

APPLICATION

THE APPLICANTS MAKE THIS APPLICATION FOR:

1. An initial order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), substantially in the form included at Tab 3 in the Application Record (the "**Initial Order**"), that, among other things:
 - (a) abridges the time for service of this notice of application and dispenses with service on any person other than those served;
 - (b) orders that each of the Applicants are companies to which the CCAA applies;
 - (c) appoints Deloitte Restructuring Inc. ("**Deloitte**") as an officer of this Court to monitor the business and financial affairs of the Applicants (in such capacity, the "**Monitor**");
 - (d) stays all proceedings taken, or that might be taken in respect of the Applicants, its directors or officers, the Monitor, their respective employees and representatives acting in such capacities set out in the Initial Order to and including May 31, 2024 (the "**Initial Stay Period**"), except with the prior written consent of the Monitor or with leave of this Court;
 - (e) grants the following priority charges (collectively, the "**Charges**") over the Property (as defined in the Initial Order), listed in descending order of priority:
 - (i) a charge as security for the respective fees and disbursements of the proposed Monitor, its counsel, and counsel to the Applicants, in the maximum amount of \$500,000 (the "**Administration Charge**");

- (ii) a charge in favour of the directors and officers of the Applicants in the maximum amount of \$600,000 (the “**Directors’ Charge**”); and
 - (iii) an Intercompany Charge to secure any intercompany advances made during the CCAA proceeding in accordance with the Initial Order.
- (f) authorizes but does not require the Applicants to pay certain pre-filing amounts with the consent of the Monitor to critical suppliers and other key parties with whom the Applicants transact;
 - (g) restricts the exercise of certain rights of set-off by suppliers and/or customers of the Applicants without the consent of the Monitor; and
 - (h) grants such further and other relief as this Honourable Court may deem just.
2. The Applicants are currently negotiating the terms of a debtor-in-possession facility and, once finalized, intend to seek approval of same at the Applicants’ comeback hearing, to be scheduled by the Court and heard no later than May 31, 2024 (the “**Comeback Hearing**”).

THE GROUNDS FOR THE APPLICATION ARE:

Background

- 3. The Applicants are insolvent.
- 4. The Applicants are companies to which the CCAA applies, and the claims against the Applicants exceed \$5 million.
- 5. The Applicants are a group of privately held companies that are in the business of procuring and distributing meat products and food processing services as well as cold storage and supply chain solutions for the food industry. Substantially all of the Applicants’

business is carried out in Ontario.

6. The Applicants have three distinct business lines, each of which is carried out by a separate entity within the corporate group: (i) a meat trading and market services business, which is conducted by Eastern Meat (the “**Trading Business**”); (ii) a food processing business, which is conducted by Sierra Foods (the “**Processing Business**”); and (iii) a cold storage and transportation business, which is conducted by Sierra Services (the “**Cold Storage Business**”). These are highly-regulated industries by the Canadian Food Inspection Agency (“**CFIA**”) that require careful handling, storage, processing, and distribution of critical food supplies to ensure the highest standards of health and safety.
7. Sierra Realty Corporation (“**Sierra Realty**”) was originally intended to be the development arm of the Applicants’ Cold Storage Business and is a party to certain of the real property leases that some of the Applicants use to carry out operations. Sierra Realty Calgary Corporation (“**Sierra Calgary**”) is the tenant on a facility lease in Calgary that was entered into with a view to expanding the cold storage business. For various reasons as set out in the Affidavit filed in support of this application, this expansion will no longer be pursued by the Applicants.
8. RVB Holdings Inc. (“**RVB Holdings**”) does not have any business operations, material assets, or employees.
9. Vanden Broek Holdings (2008) Inc. (“**VBH**”) has no assets or employees or business operations. VBH functions as the holding company that owns 100% of the shares of Eastern Meat and therefore indirectly owns (through Eastern Meat) 100% of the shares of each of Sierra Foods and Sierra Services.

10. Eastern Meat Solutions (USA) Corp. (“**EMS US**”) does not carry on any business or have any meaningful assets or liabilities. EMS US functions as the entity through which the Applicants pay their sales representatives located in the United States.
11. The Applicants offer related services within the sector, with integrated accounts, management, and operations. While certain of the Applicants have no business operations, material assets, or liabilities, they are included as Applicants in this proceeding due to the ownership structure, their contribution to the operations of certain other Applicants, and contracts that they have with third parties for operations of related Applicant entities.
12. A critical component of the Cold Storage Business is a Cold Storage Management Agreement dated as of December 17, 2021 (the “**Cold Storage Agreement**”) among Eastern Meat, Sierra Services, Confederation Freezers Inc. (“**Confederation**”), and Premium Brands Holdings Corporation (“**Premium Brands**”).
13. Pursuant to the Cold Storage Agreement, Sierra Services engaged Confederation to manage all aspects of the Cold Storage Business at the Hamilton Facility, including warehousing and storage services, food storage services, freight transportation services, and supply chain management services.
14. Although Confederation manages the cold storage business and the employees, all employees remain employed with Sierra Services and are not employees of Confederation.
15. On a consolidated basis, the Applicants had revenues in the amount of approximately \$281 million for the fiscal year of 2023 and currently have approximately \$65.1 million in outstanding debt. The Applicants currently employ 177 employees on a full-time basis (of which 173 are located in Ontario and four are located across the United States).

16. Notwithstanding the success and growth achieved by the Applicants over many years, the Applicants are currently facing significant liquidity issues due, in part, to: (i) difficulties in onboarding and managing growth capacity at two facilities that the Applicants operate from; (ii) increasing capital costs, which have had the effect of eroding margins (which are already slim in the industry); (iii) inflationary pressures (including as it relates to administrative and labour costs); and (iv) escalating supply costs due to global supply chain and related issues.
17. The Applicants have defaulted on certain debt service covenants under the credit agreement with their senior secured lender, Bank of Montreal (“**BMO**”). The Applicants’ operating lender BMO has been supportive of management’s efforts to address the current liquidity issues, and has indicated that it will support the Applicants in commencing this proceeding and will provide interim financing to allow the intended restructuring steps to be implemented.

Urgent Need for Relief under the CCAA

18. The Applicants’ liquidity has deteriorated as a result of the increase in the cost of capital in a very slim margin industry exasperated by inflationary pressures and industry-wide downturn. The Applicants have undertaken significant efficiency and cost-cutting measures to address these issues, including salary reductions, employee terminations, and a strategic review of all operating and administrative costs, including with the assistance of a financial advisor retained with the support of BMO.
19. These efforts have not been sufficient, and the current liquidity crisis does not provide the Applicants with the necessary time to continue on that same path.

20. The Applicants will require additional cash to fund operations. Furthermore, as at May 13, 2024, the Applicants have approximately \$19.6 million in unsecured debt, primarily comprised of trade payables related to the operation of the Applicants' business. The Applicants are not in a position to repay these liabilities.
21. The Applicants require immediate CCAA protection to ensure that the significant value of the business that has been built over many decades is preserved, while the Applicants have an opportunity to restructure.

Stay of Proceedings

22. The Applicants are insolvent and require a stay of proceedings and other protections provided by the CCAA.
23. If the stay of proceedings is granted, the Applicants intend to take steps to: (i) wind down the Trading Business, (ii) market and sell the Processing Business on a going concern basis, and (iii) focus on restructuring and continuing the Cold Storage Business. The Applicants intend to return to Court as soon as possible to seek approval of a sale process for the Processing Business and, in the interim pending any sale, will continue to operate the Processing Business and the Cold Storage Business in the ordinary course. The restructuring objective is to develop a self-sustaining and profitable Cold Storage Business and to emerge from CCAA protection with a healthier capital structure. The protections available under the CCAA will provide the Applicants with the flexibility and breathing room required to carry out this objective under the supervision of the Court and with the assistance of the Monitor.

Appointment of the Monitor

24. Deloitte has been working with the Applicants prior to the commencement of this proceeding, and have become familiar with their operations, business lines and current challenges.
25. Deloitte is a licensed trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, as amended, and is not subject to any of the restrictions on who may be appointed as Monitor set out in section 11.7(2) of the CCAA. Deloitte has extensive experience in matters of this nature, including insolvency proceedings involving meat processing, cold storage and related aspects of the industry. Deloitte is therefore well qualified to provide assistance to the Applicants and to act as Monitor in supervising this matter.

Permitting Payments & Set-Off

26. The proposed Initial Order contemplates that the Applicants will be permitted (but not required) to make the following payments (including certain pre-filing amounts) to ensure that the businesses may continue in the ordinary course post-filing:
 - (a) all outstanding and future wages, salaries, employee benefits, vacation pay, and employee expenses payable on or after the date of the Initial Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

- (b) the fees and disbursements of any Assistants (as defined in the propose Initial Order) retained or employed by the Applicants in respect of these proceedings at their standard rates and charges;
 - (c) any payments required by the Applicants to maintain any of the licenses under the *Safe Food for Canadians Act*, S.C. 2012, c. 24;
 - (d) subject to the approval of the Monitor, amounts owing for goods or services supplied to the Applicants prior to the date of the proposed Initial Order if, in the opinion of the Applicants, such payments are necessary or desirable to avoid disruption to the business of the Applicants;
 - (e) all expenses and capital expenditures reasonably necessary for the preservation of the Applicants' property or the business, including, without limitation, payments on account of insurance (including D&O Insurance), maintenance, and security services; and
 - (f) payment for goods or services actually supplied to the Applicants following the date of the proposed Initial Order or payments to obtain the release of goods or delivery of services contracted for prior to the date of the proposed Initial Order.
27. In order to maximize liquidity and the ability of the Applicants to achieve a successful restructuring, the Initial Order further provides that, without the consent of the Applicants and the Monitor, no party may exercise the following set-off rights: (i) pre-filing against post-filing set-off; and (ii) triangular set-off (i.e., set-off against the Applicants by one member of a corporate group in respect of amounts owing to or by another member of that corporate group).

28. This is of particular importance to the Applicants. Given the inter-related and synergistic nature of the Applicants' business lines, there are multiple corporate groups that are both suppliers to, and customers of, the Applicants. Different entities among those corporate groups may seek to exercise triangular set-off rights in respect of net balances owing for goods and services supplied during the pre-filing period, including among various Applicants. Any attempted exercise of triangular set-off would have a negative impact on the liquidity of the business and impair the Applicants' restructuring efforts.

Administration Charge

29. The Applicants seek a first-ranking Administration Charge on the Property in favour of the Monitor, its counsel, and counsel to the Applicants up to the maximum amount of \$500,000 during the Initial Stay Period, which the Applicants will seek to increase to a total amount of \$750,000 at the Comeback Hearing. The Administration Charge is necessary to ensure the active involvement of such critical parties to these CCAA proceedings.

Directors' and Officers' Protection

30. A successful restructuring of the Applicants will require the continued active engagement of its directors and officers. These individuals are highly knowledgeable about the Applicants' various businesses and are essential to the viability of the Applicants' restructuring steps, its continuing business and the preservation of enterprise value.
31. The Applicants estimate, with the assistance of the Monitor, that obligations of the Applicants that could give rise to potential director and officer liability may amount to as

much as approximately \$600,000 within the initial 10-day period, and \$750,000 thereafter, if such amounts remain unpaid.

32. The Applicants' current and former directors and officers are among the potential beneficiaries under a separate liability insurance policy in the amount of up to \$1 million pursuant to an insurance policy with Zurich Insurance Company Ltd. that expires on February 28, 2025.
33. The proposed Directors' Charge is necessary to ensure the continued active participation of the Applicants' officers and directors. Their involvement will facilitate a smoother and more cost-effective CCAA proceedings, benefiting the Applicants and their stakeholders.

Intercompany Funding

34. The Applicants provide related and end-to-end services within the sector, which creates certain efficiencies and scale. In the ordinary course of business, funds are transferred between and among certain of the Applicants, creating an intercompany indebtedness that is recorded.
35. In order to ensure that no creditor is prejudiced based on the flow of funds in respect of any intercompany funding after the date of the Initial Order, a standard intercompany charge over each applicable Applicant's property is sought. This will secure any intercompany balances and ensure that stakeholders of the funding Applicant are not prejudiced by the continued, ordinary course flow of funds.
36. The Applicants and the Monitor will record all intercompany funding and therefore the amount of each intercompany charge granted by and to each Applicant. At the relevant

time, the Applicants and Monitor will determine the net amount secured by each intercompany charge for the period after the date of the Initial Order.

37. The proposed Intercompany Charge will rank subordinate to the Administration Charge and the Directors' Charge, and subordinate to the DIP charge once it is sought.

Future DIP Financing

38. The Applicants are in the process of actively negotiating a debtor-in-possession financing facility (the "**DIP Facility**") with their existing lender, BMO. The Applicants or the Monitor will report to the Court on the terms of the DIP Facility, and the priority charge in respect thereof, once finalized, for the Comeback Hearing.
39. The Applicants, with the assistance of the Monitor, have sized the proposed DIP Facility to address the Applicants' liquidity needs. The DIP Facility is supported by the cash flow forecast prepared by the Applicants and reviewed by the Monitor.

Rules and Statutes

40. The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;
41. Rules 2.03, 3.02, 14.05(2) and 16 of the Ontario *Rules of Civil Procedure*, RRO 1990, Reg. 194, as amended and sections 106 and 137 of the Ontario *Courts of Justice Act*, RSO 1990, c C-43 as amended; and
42. 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 this application:

1. the Affidavit of Robert Vanden Broek sworn May 21, 2024, to be filed;
2. the Consent of Deloitte to act as the Court-appointed Monitor;
3. the Pre-Filing Report of the proposed Monitor, to be filed; and
4. such further and other evidence as counsel may advise and this Honourable Court may permit.

May 21, 2024

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Court File No.: CV-24-_____-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

NOTICE OF APPLICATION

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Lawyers for the Applicants

Tab 2

**ONTARIO
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Applicants

AFFIDAVIT OF ROBERT VANDEN BROEK

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Applicants

**AFFIDAVIT OF ROBERT VANDEN BROEK
(sworn May 21, 2024)**

I, Robert Vanden Broek, of the City of Etobicoke, in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. This affidavit is made in support of an application by Eastern Meat Solutions Inc. ("**Eastern Meat**"), Sierra Custom Foods Inc. ("**Sierra Foods**"), Sierra Supply Chain Services Inc. ("**Sierra Services**"), Sierra Realty Corporation ("**Sierra Realty**"), RVB Holdings Inc. ("**RVB Holdings**"), Vanden Broek Holdings (2008) Inc. ("**VBH**"), Sierra Realty Calgary Corporation ("**Sierra Calgary**"), and Eastern Meat Solutions (USA) Corp. ("**EMS US**" and collectively, the "**Applicants**") for an initial order (the "**Initial Order**") and related relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"). This affidavit is also made in support of an amended and restated initial order (the "**Amended and Restated Initial Order**") that will be sought by the Applicants

at the comeback hearing that will be scheduled within 10 days of the granting of an Initial Order (the “**Comeback Hearing**”).

2. I am a director of each of the Applicants and hold the title of Chief Executive Officer or President for each entity. I am actively involved in the day-to-day management and supervision of each of the Applicants’ business. As such, I have personal knowledge of the matters deposed to herein, including the overall business and financial affairs of the Applicants. Where I have relied on other sources for information, including the books and records of the Applicants, I have stated the source of my information and I believe such information to be true. In preparing this affidavit, I have consulted with other members of senior management and the Applicants’ legal and financial advisors. The Applicants do not waive, or intend to waive, any applicable privilege by any statement herein.
3. All references to monetary amounts in this affidavit are in Canadian dollars unless expressly indicated otherwise.

I. OVERVIEW

4. The Applicants are seeking, among other things, the following relief as part of the Initial Order: (i) a stay of proceedings against the Applicants, the proposed Monitor (hereafter referred to as the Monitor), and their respective employees, directors, advisors, officers, and representatives acting in such capacities for an initial period of ten (10) calendar days (the “**Stay Period**”); (ii) authorization (but not the requirement) to pay certain pre-filing amounts with the consent of the Monitor to critical suppliers and other key parties with whom the Applicants transact; (iii) a restriction on the exercise of certain rights of set-off by suppliers and/or customers of the Applicants without the consent of the Monitor; and

(iv) the granting of an Administration Charge in the amount of \$500,000, a Directors' Charge in the amount of \$600,000, and an Intercompany Charge to secure any intercompany advances made during the CCAA proceeding in accordance with the Initial Order.

5. If the Initial Order is granted, subject to any discussions with key stakeholders and the Monitor, the Applicants intend to seek, among other things, the following additional relief as part of the Amended and Restated Initial Order: (i) an increase to the Administration Charge to be in the total amount of \$750,000; (ii) approval of DIP financing and a DIP Lender's Charge in an amount to be determined prior to the Comeback Hearing; (iii) an increase to the Directors' Charge to be in the total amount of \$750,000; and (iv) an extension of the Stay Period until a date to be determined prior to the Comeback Hearing.
6. The Applicants are a group of privately held companies that are in the business of procuring and distributing meat products and food processing services as well as cold storage and supply chain solutions for the food industry. This is a highly regulated industry that requires careful handling, storage, processing, and distribution of critical food supplies to ensure the highest standards of health and safety. Although the Applicants have various customers and suppliers in multiple jurisdictions across Canada and the United States, substantially all of the Applicants' operations are carried out in Ontario.
7. On a consolidated basis, the Applicants had revenues in the amount of approximately \$281 million for the fiscal year (year ended September 30, 2023) and currently have approximately \$65.1 million in outstanding debt. The Applicants currently employ 177

employees on a full-time basis, of which 173 are located in Ontario and four are located across the United States.

8. Notwithstanding the significant growth and success achieved by the Applicants since 1967, the Applicants are currently facing significant liquidity issues and have not achieved intended performance metrics over the past several years. The Applicants are insolvent. The reasons for this include: (i) difficulties in onboarding and managing growth capacity at the Hamilton Facility and the Brampton Facility (each as defined below); (ii) increasing capital costs, which have had the effect of eroding margins (which are already slim in this industry); (iii) inflationary pressures (including as it relates to administrative and labour costs); (iv) escalating supply costs due to global supply chain and other issues; (v) cyclical meat prices requiring longer than anticipated storage time to maximize spot value; (vi) supply and demand pressures on the meat industry, which have indirectly impacted the value of the applicable quotas under the *Export and Import Permits Act*, R.S.C., 1985, c. E-19 and the corresponding regulations (“**EIPA**”); and (vii) increased competition in the market.
9. At my direction, the Applicants have recently undertaken significant efficiency and cost-cutting measures to address the issues described above, including salary reductions, employee terminations, and a strategic review of all operating and administrative costs. These efforts have resulted in improvements to the operations and financial position of the Applicants. However, despite these efforts, together with the recent cash injections that I have provided, and additional funding made available by the Applicants’ senior secured lender, the Bank of Montreal (“**BMO**”), the Applicants continue to forecast losses over the next two years and are facing a severe liquidity crisis. It is anticipated that, in the absence

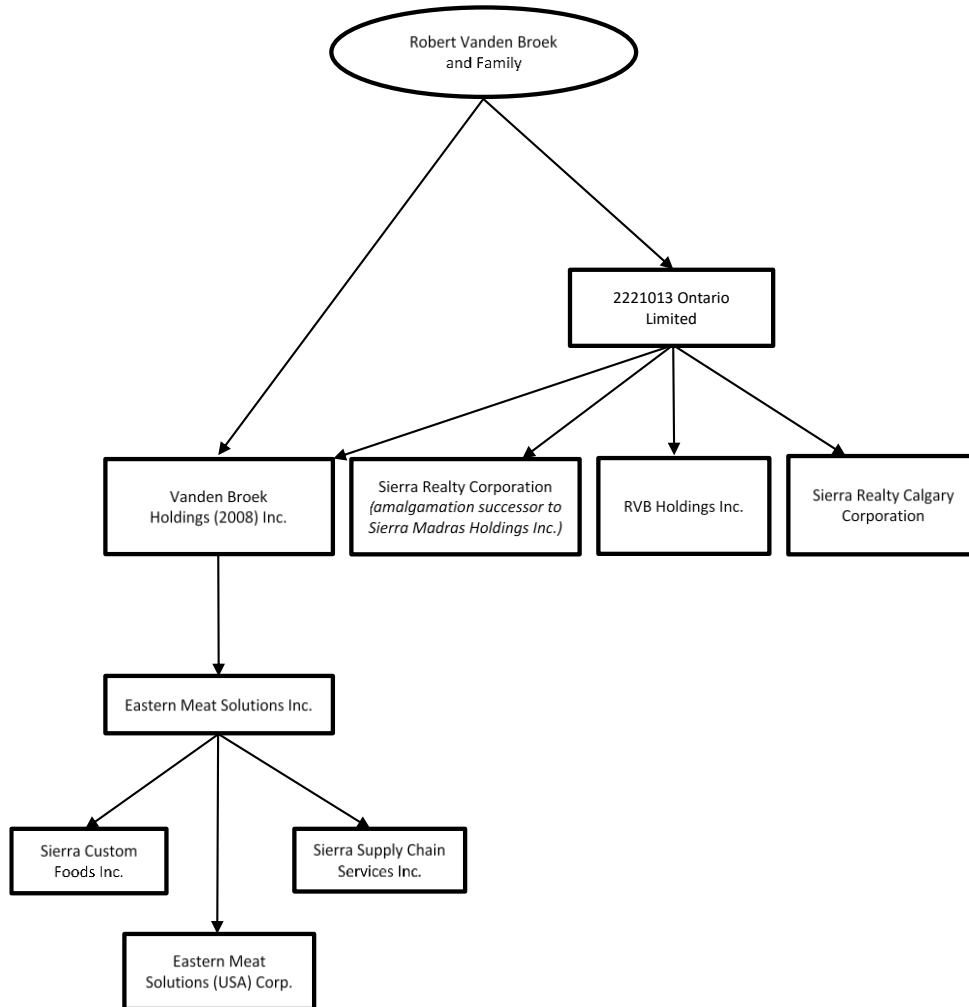
of the DIP Loan (defined below) being made available by BMO, the Applicants will require additional cash to fund operations including payroll beyond May 31, 2024.

10. The Applicants have defaulted on certain debt service covenants under the credit agreement with BMO. As a result, the Applicants' accounts with BMO were recently transferred to the Special Accounts Management Unit. No additional amounts are available to the Applicants under the terms of the existing BMO Credit Facilities (as defined below) beyond the existing limits. BMO has indicated that it supports the Applicants in their ongoing restructuring efforts, and will make a DIP Facility available to the Applicants for funding in accordance with the cash flow forecast.
11. After conducting an exhaustive review and considering all reasonable alternatives in the circumstances, the Applicants have determined that it is in the best interests of the Applicants and their stakeholders to seek protection under the CCAA. The Applicants require immediate CCAA protection in order to continue operating as a going concern.
12. If the Initial Order is granted, the Applicants intend to take steps to wind down the Trading Business, market and sell the Processing Business on a going concern basis through a formal competitive process, and focus on restructuring and continuing to operate the Cold Storage Business (each as defined below). The Applicants intend to return to Court as soon as possible to seek approval of a sale process and will continue to operate the Processing Business and the Cold Storage Business in the ordinary course in the interim. The restructuring objective is to develop a self-sustaining and profitable Cold Storage Business and to ultimately emerge from CCAA protection with a healthier capital structure for the benefit of all stakeholders, as an ongoing participant in the sector within which the

Applicants currently operate. The protections under the CCAA will provide the Applicants with the flexibility and breathing room required to carry out this objective under the supervision of the Court and with the assistance of the Monitor.

II. THE BUSINESS & CORPORATE STRUCTURE

13. The Applicants are in the business of supplying meat products and related services such as supply chain management, logistics, processing, and cold storage. The Applicants have three distinct business lines, each of which is conducted by a separate entity within the corporate group: (i) a meat trading and market services business, which is conducted by Eastern Meat (the “**Trading Business**”); (ii) a food processing business, which is conducted by Sierra Foods (the “**Processing Business**”); and (iii) a cold storage and transportation business, which is conducted by Sierra Services (the “**Cold Storage Business**”). These are highly-regulated industries by the Canadian Food Inspection Agency (“**CFIA**”) that require careful handling, storage, processing, and distribution of critical food supplies to ensure the highest standards of health and safety.
14. A corporate organizational chart outlining the corporate structure of the Applicants is attached hereto as **Exhibit “A”** and a simplified version is included below for reference:



15. Each Applicant and its respective business are summarized below.

A. Eastern Meat – The Trading Business

16. Eastern Meat is a privately-held corporation incorporated under the laws of Ontario. It was formed pursuant to an amalgamation on October 1, 2008. Eastern Meat's registered head office is a leased premises located at 5090 Explorer Drive, Suite 203, Mississauga, Ontario L4W 4T9 (the "**Head Office**"). Attached as **Exhibit "B"** is a copy of Eastern Meat's corporate profile report.

17. Eastern Meat is the parent company of Sierra Foods, Sierra Services, and EMS US. All of the issued and outstanding shares of Eastern Meat are held by VBH, a privately held corporation controlled by myself and, indirectly, my family.
18. As described above, Eastern Meat is in the meat trading and market services business. This is a traditional trading business in which Eastern Meat acquires meat products from third-party producers or other traders and then sells the meat products on both a spot and option traded basis to a variety of distributors, wholesalers, or other traders. Eastern Meat's transactions focus on the North American market, with the majority of trades occurring in Canada or the United States. Eastern Meat conducts its operations from the Head Office and is generally responsible for all administrative functions and costs of the Applicants. All trading activities of Eastern Meat are subject to the prevailing commodity markets and price sensitivities.
19. Eastern Meat primarily sells meat products to third-party processors or distributors, with certain products occasionally sold to related companies. Eastern Meat leverages the cold storage services provided by Sierra Services to time market price fluctuations and capitalize on arbitrage opportunities.
20. Eastern Meat currently has 43 full-time employees, one of whom is currently inactive. All of Eastern Meat's employees are salaried and paid biweekly in arrears through a third-party payroll service provider. Eastern Meat does not have any unionized employees, nor does it manage or sponsor any pension plans. Other than in respect of the two-week amount that is paid in arrears, all source deductions are current with respect to all employees.

B. Sierra Foods –The Processing Business

21. Sierra Foods is a privately-held corporation incorporated under the laws of Ontario. Sierra Foods is a wholly-owned subsidiary of Eastern Meat. The registered head office of Sierra Foods is located at the Head Office in Mississauga, Ontario. Substantially all of the business of Sierra Foods is carried out at a 45,000 square foot leased facility located at 275 Walker Drive, Brampton, Ontario (the “**Brampton Facility**”) as well as a 25,000 square foot portion of the leased facility located at 90 Glover Road, Hamilton, Ontario (the “**Hamilton Facility**”). Attached hereto as **Exhibit “C”** is a copy of Sierra Foods’ corporate profile report.
22. Sierra Foods is in the business of providing value-add and co-manufacturing food processing services for third-party suppliers. Those services include tray packing, meat grinding, automated and manual deboning, slicing and sizing, tempering, marinating, individual quick freeze services, and other customer-specific food processing. Sierra Foods’ customers are third-party food processors, distributors, and retailers, including major supermarket chains.
23. Sierra Foods currently has 76 full-time employees, with two currently inactive. Among the active employees, 47 are paid on an hourly basis, while the remaining 29 are salaried. Employees are paid bi-weekly in arrears through a third-party payroll service provider. Sierra Foods does not have any unionized employees, nor does it manage or sponsor any pension plans. Other than in respect of the two-week amount that is paid in arrears, all source deductions are current with respect to all employees.

C. Sierra Services – The Cold Storage Business

24. Sierra Services is a privately-held corporation incorporated under the federal laws of Canada, with its registered office in Ontario. Sierra Services is a wholly owned subsidiary of Eastern Meat. The registered head office of Sierra Services is located at the Head Office in Mississauga, Ontario. Substantially all of the business of Sierra Services is carried out at a 250,000 square foot portion of the Hamilton Facility. Attached hereto as **Exhibit “D”** is a copy of Sierra Services’ corporate profile report.
25. Sierra Services is in the business of providing fully-digitized cold storage services for food products, including real-time inventory tracking and automated temperature monitoring. The ancillary services provided by Sierra Services include bonded warehousing, product picking, tempering, cross-border import and export services, and co-packing.
26. Sierra Services currently has 78 full-time employees, one of which is currently inactive. Sixty-seven of the employees are paid on an hourly basis, while the remaining 11 are salaried. Employees are paid bi-weekly in arrears through a third-party payroll service provider. Other than in respect of the two-week amount that is paid in arrears, all source deductions are current with respect to all employees.
27. Fifty-six (56) of the Sierra Services employees are unionized under Unifor Local 504 pursuant to the *Labour Relations Act, 1995*. This does not include the 22 office and clerical employees, senior shift leads, and employees above the rank of senior shift lead, who are not unionized. A collective bargaining agreement is being negotiated but is not yet finalized or signed. On May 2, 2024, a Conciliation Officer was appointed by the Ontario Ministry of Labour, Immigration, Training and Skills Development to confer with the

applicable parties and endeavour to effect a collective agreement between them. Sierra Services does not manage or sponsor any pension plans. It is the intention of the Applicants to continue negotiating the collective bargaining agreement in good faith and with due diligence during the post-filing period, subject to the oversight of the Monitor and the supervision of this Court.

28. A critical component of the Cold Storage Business is a Cold Storage Management Agreement dated as of December 17, 2021 (the “**Cold Storage Agreement**”) among Eastern Meat, Sierra Services, Confederation Freezers Inc. (“**Confederation**”), and Premium Brands Holdings Corporation (“**Premium Brands**”).
29. Confederation and Premium Brands are both corporations incorporated under the laws of Canada. Premium Brands is a publicly traded company that is listed on the Toronto Stock Exchange under the symbol “PBH”. Premium Brands owns a broad range of specialty food manufacturing and distribution companies across North America. Confederation is a wholly-owned subsidiary of Premium Brands and is a market leader in the cold storage and transportation business across Canada.
30. Pursuant to the Cold Storage Agreement, Sierra Services engaged Confederation to manage all aspects of the Cold Storage Business at the Hamilton Facility, including warehousing and storage services, food storage services, freight transportation services, and supply chain management services.
31. As manager of the cold storage business under the Cold Storage Agreement, Confederation is responsible for substantially all aspects of operations, invoicing, budgeting, accounting and reporting, personnel, purchases of supplies, repairs and alterations, and cash

management (including full authority to enter into contracts related to the cold storage business and to exercise control over the applicable operating accounts with BMO). Although Confederation manages the cold storage business and the employees, all employees remain employed by Sierra Services and are not employees of Confederation.

32. As part of the Cold Storage Agreement, among other things: (i) Confederation agreed to pay Sierra Services an inducement fee in the aggregate amount of \$5 million; (ii) Confederation agreed to provide Sierra Services with two unsecured loans in the aggregate amount of \$2 million to finance working capital and security deposit requirements under the lease in respect of the Hamilton Facility; (iii) Confederation is entitled to an annual fixed management fee of \$1 million per year as well as an annual performance fee generated by the Cold Storage Business which is based on the distributable cash determined by a formula; and (iv) Sierra Services is entitled to a guaranteed amount of distributable cash generated by the Cold Storage Business for each fiscal year based on the financial projections and adjustment set out in the Cold Storage Agreement (which was approximately \$1.2 million in 2023 net of applicable corporate taxes).
33. The initial term of the Cold Storage Agreement is from January 1, 2022 until September 30, 2033 and will be automatically extended for an additional 10 years unless either party provides written notice of its intention not to renew no less than 12 months prior to the expiry of the initial term. The Cold Storage Agreement may be terminated by either party upon an event of default by the other party subject to the applicable cure periods. Absent the stay of proceedings sought herein, the commencement of an insolvency proceeding by the Applicants would constitute an event of default giving rise to a right of termination under the Cold Storage Agreement.

34. Due to the financial challenges faced by the Cold Storage Business, Sierra Services and Confederation are currently in the process of discussing certain commercial terms of the Cold Storage Agreement with a view to sustaining the business and the commercial relationship between the parties moving forward.

D. Sierra Realty

35. Sierra Realty is a privately-held corporation incorporated under the laws of Ontario. It was formed pursuant to an amalgamation on January 31, 2022. Sierra Realty is the amalgamation successor to Sierra Madras Holdings Inc. Sierra Realty is a wholly-owned subsidiary of 2221013 Ontario Limited ("**222 Ontario**"), an Ontario corporation for which I am the sole director and shareholder. 222 Ontario is not an Applicant in this proceeding and has no assets other than its shares in Sierra Realty, RVB Holdings, and VBH, which are insolvent Applicants in this proceeding. The registered head office of Sierra Realty is located at the Head Office. Attached as **Exhibit "E"** is a copy of Sierra Realty's corporate profile report.

36. It was originally intended that Sierra Realty would be the development arm of the Applicants' cold storage business. However, the Applicants' plans for further development and expansion have been paused due to the financial challenges described herein. As such, Sierra Realty currently has no material assets or employees. Sierra Realty is a party to certain of the real property leases described below.

E. RVB Holdings

37. RVB Holdings is a privately-held corporation incorporated under the laws of Ontario. RVB Holdings is a wholly-owned subsidiary of 222 Ontario. The registered head office of RVB

Holdings is located at 302 The East Mall, 500, Etobicoke, Ontario M9B 6C7. Attached hereto as **Exhibit “F”** is a copy of RVB Holdings’ corporate profile report.

38. RVB Holdings does not have any business operations, material assets, or employees.

F. Vanden Broek Holdings

39. VBH is a privately-held corporation incorporated under the laws of Ontario. The shareholders of VBH are 222 Ontario, myself, and a family trust for which myself, my spouse, and our children are beneficiaries. The registered head office of VBH is located in Toronto, Ontario. Attached as **Exhibit “G”** is a copy of VBH’s corporate profile report.

40. VBH does not have any employees or business operations. VBH functions as the holding company that owns 100% of the shares of Eastern Meat and therefore indirectly owns (through Eastern Meat) 100% of the shares of each of Sierra Foods and Sierra Services.

G. Sierra Calgary

41. Sierra Calgary is a privately-held corporation incorporated under the laws of Alberta. Sierra Calgary is a wholly-owned subsidiary of 222 Ontario. The registered head office of Sierra Calgary is located at 600, 700 2nd Street SW, Calgary, Alberta T2P 2W1. Attached hereto as **Exhibit “H”** is a copy of Sierra Calgary’s corporate profile report.

42. Sierra Calgary does not have any material assets or employees. Sierra Calgary was originally incorporated to develop and expand the cold storage business into the Calgary market. Pursuant to a lease agreement dated as of March 10, 2023 (the “**Calgary Lease**”), Sierra Calgary agreed to lease a (not yet constructed) 350,311 square foot facility located in Calgary, Alberta (the “**Calgary Facility**”) for a term of 20 years.

43. The construction of the Calgary Facility has not yet commenced and the parcel of land on which the Calgary Facility is located is currently vacant. As such, the term of the Calgary Lease has not commenced, and Sierra Calgary does not occupy or carry on any business at the Calgary Facility. Due to marketplace challenges, Sierra Calgary and the landlord agreed to suspend the Calgary Lease in April 2024 and subsequently agreed that the Calgary project would not be moving forward. The Applicants will seek to disclaim the Calgary Lease or otherwise seek a resolution with the applicable landlord as part of the proposed restructuring.
44. Although construction of the Calgary Facility has not yet commenced, the landlord has incurred certain design costs for which Sierra Calgary is liable under the terms of the Calgary Lease. Sierra Calgary has made partial payment in respect of these amounts and will address any claims by the landlord for the residual amounts as part of this proceeding.

H. EMS US

45. EMS US is a privately-held corporation incorporated under the laws of Delaware. EMS US is a wholly-owned subsidiary of Eastern Meat. The registered place of business of EMS US is located at the Head Office. Attached hereto as **Exhibit "I"** is a copy of EMS US' 2023 Annual Franchise Tax Report.
46. EMS US does not carry on any business or have any meaningful assets or liabilities. EMS US functions as the entity through which the Applicants pay their sales representatives located in the United States. The Applicants do not intend to seek recognition of the proposed Initial Order under Chapter 15 of the United States Bankruptcy Code as there would not appear to be any need for a stay of proceedings in the United States.

I. Banking and Cash Management

47. The Applicants maintain a centralized cash management system, which is administered by Eastern Meat from the Head Office to collect, transfer, and disburse funds generated by the Applicants' operations (the "**Cash Management System**"). The Applicants have a total of 17 accounts with BMO. The Applicants do not have bank accounts at any financial institution other than BMO.
48. All cash receipts generated from the Trading Business and the Processing Business (but not the Cold Storage Business) are deposited into a blocked account with BMO (the "**Blocked Account**"). BMO sweeps funds from the Blocked Account on a daily basis and applies any credit balances in the Blocked Account to repay the obligations of the Applicants under the Revolving Facility (as described below), with any remaining funds then being deposited into the Applicants' disbursement account with BMO.
49. All cash receipts generated from the Cold Storage Business are deposited into a separate account with BMO (which is controlled by Confederation pursuant to the Cold Storage Agreement, with management of the Applicants retaining access to the account) and are disbursed in accordance with the terms of the Cold Storage Agreement to fund the operations of the Cold Storage Business. Any amounts owing by Confederation to Sierra Services under the Cold Storage Agreement (including any guaranteed distributable cash) are deposited into the Blocked Account with BMO to fund operational costs and repayments under the BMO Credit Facilities.
50. The Applicants' accounts, management, and operations include other Applicants and substantially all of the administrative functions (including as it relates to the Cash

Management System) are carried out by Eastern Meat. Certain financing, funds, and assets are routinely transferred between the members of the Applicants in the ordinary course of operations to satisfy obligations as needed. The proposed Initial Order contemplates a continuation of the *status quo* for the Cash Management System, which is necessary for the continuation of the Applicants' business in the ordinary course.

51. The Applicants have two corporate credit cards issued by BMO for business expenses, including paying third-party vendors. The maximum combined credit limit of the credit cards is \$100,000.
52. The proposed Initial Order provides that the Applicants shall be entitled to continue to use the credit cards and shall make full repayments of all amounts outstanding thereunder, including with respect to any pre-filing charges, which is reasonably necessary for the continuation of the Applicants' business in the ordinary course. It is contemplated that the use of such credit cards will be subject to the review of the Monitor.

J. Licenses for the Business

53. In order to carry out their business, the Applicants are required to hold the following licenses (collectively, the "**Licenses**"), which are non-transferable under the *Safe Food for Canadians Act*:
 - (a) Eastern Meat holds a license under the *Safe Food for Canadians Act*. This license was issued on January 15, 2019 and expires on January 15, 2025;
 - (b) Sierra Services holds a licence under the *Safe Food for Canadians Act*. This license was issued on January 21, 2019 and expires on January 21, 2025; and

(c) Sierra Foods holds a licence under the *Safe Food for Canadians Act*. This license was issued on January 29, 2019 and expires on January 29, 2025.

54. The Licenses allow the Applicants to carry out their business at the Hamilton Facility and the Brampton Facility, which are federally-inspected and licensed facilities. Each License is tied to a specific location. As part of maintaining the Licenses, the Applicants are subject to various inspections to ensure that the business and each facility are operating in accordance with the applicable regulations. Management of the Applicants have dedicated considerable time and resources to addressing food quality and safety and, as such, have worked hard to develop a relationship of trust with the regulators. Given the sensitivities around food health and safety, and absent the continuation that will be provided by the Applicants through this proceeding, there is an inherent risk that the Licenses could be suspended or otherwise jeopardized in the event of a forced liquidation, receivership, or other sudden change of control. Any disruption to the Licenses would materially impact the value of the Applicants' business to the detriment of all stakeholders.

55. The Licenses can be re-issued to third parties. However, the process is relatively unpredictable in terms of timing and would require a fresh inspection for each facility.

56. In addition to the Licenses, the Applicants also hold transferable permits under the EIPA to import meat products from foreign jurisdictions.

III. FINANCIAL SITUATION AND CASH FLOW FORECAST

57. As described above, the Applicants are currently facing severe liquidity issues and have not met management's expectations over the past several years. To help address these issues, in February 2024, I personally invested \$500,000 into the business (through 222

Ontario) using proceeds of a personal line of credit that is secured against my family's property. In addition, BMO recently made available \$500,000 under the Revolving Facility, which was previously held back from the eligible borrowing base pursuant to the BMO Credit Agreement.

58. Notwithstanding this additional funding and the significant strides made by the Applicants to reduce costs, as set out in the Cash Flow Forecast (as defined below), the Applicants will require additional cash to fund operations including payroll by May 31, 2024. This will be addressed by the Applicants through the requested DIP financing from BMO, court approval for which will be sought at the Comeback Hearing. The Applicants continue to forecast losses over the next two years and would not be able to continue as a going concern absent immediate CCAA protection and the availability of the DIP financing.

A. Financial Statements

59. The Applicants prepare annual financial statements for each fiscal year on a consolidated basis. The Applicants' fiscal year-end is September 30. Copies of the audited consolidated financial statements for the fiscal year ended September 30, 2022, are attached as **Exhibit "J"**. Although audited financial statements for 2023 are not yet available, the draft 2023 consolidated financial statements are attached hereto as **Exhibit "K"**. A copy of the Applicants' most recent quarterly unaudited consolidated financial statements ending on March 31, 2024, are attached hereto as **Exhibit "L"**.

(i) Assets

60. As at September 30, 2023, the total assets of the Applicants, based on the 2023 unaudited consolidated financial statements, were approximately \$68.2 million and consisted of the following:

Assets	2023	2022
	\$	\$
Current		
Cash	2,633,577	2,140,891
Accounts Receivable	25,315,709	15,286,624
Inventory	20,713,154	12,362,301
Prepaid expenses	2,515,719	3,120,945
Income taxes recoverable	-	13,381
Due from related parties	5,310,910	2,041,464
	56,489,069	34,965,606
Equipment and leasehold improvements	10,801,820	8,348,542
Future income taxes	927,982	-
	11,729,802	8,348,542
	68,218,871	43,314,148

61. The cash flow forecast (the “**Cash Flow Forecast**”) appended to the Pre-Filing Report of the proposed Monitor (the “**Pre-Filing Report**”) indicates that the Applicants are anticipated to have an opening balance of approximately \$887,286 for the week of May 20, 2024.

(ii) Liabilities

62. As at September 30, 2023, the total liabilities of the Applicants, based on the 2023 unaudited consolidated financial statements, were approximately \$65.1 million and consisted of the following:

	2023	2022
	\$	\$
Liabilities		
Current		
Bank indebtedness	21,763,300	8,396,040
Accounts payable and accrued liabilities	28,226,103	17,101,711
Dividends payable	1,018,750	823,750
Obligations under capital lease	806,093	572,386
Preferred Shares	300,000	300,000
Current portion of deferred revenue	97,471	97,471
Current portion of promissory note	1,000,000	-
Current portion of working capital loan	500,000	-
	<u>53,711,717</u>	<u>27,291,358</u>
Promissory note	-	1,000,000
Obligations under capital lease	2,833,934	2,779,057
Future income taxes	-	574,077
Leasehold inducements	4,074,576	867,004
Preferred Shares	3,600,000	3,600,000
Deferred revenue	877,239	974,710
	<u>65,097,466</u>	<u>37,086,206</u>
Shareholder's equity		
Share Capital	134	134
Retained earnings	3,121,271	6,227,808
	<u>3,121,405</u>	<u>6,227,942</u>
	<u>68,218,871</u>	<u>43,314,148</u>

63. Although the book value of the Applicants' assets based on the unaudited 2023 financial statements exceeds the book value of their liabilities, in a forced liquidation, the realizable value of the Applicants' assets may not be sufficient to satisfy the senior secured indebtedness to BMO and the claims of all other creditors. In addition, due to the immediate liquidity crisis, the Applicants are insolvent and are unable to pay their liabilities in the ordinary course absent the relief sought pursuant to the Initial Order.

B. Senior Secured Creditor - BMO

64. As described above, BMO is the senior secured operating lender of the Applicants. Pursuant to a second amended and restated credit agreement dated as of September 14, 2022 (as amended from time to time, the "**BMO Credit Agreement**"), among Eastern

Meat (as borrower), BMO (as lender), and each of Sierra Foods and Sierra Services as guarantors, BMO made available to Eastern Meat the following credit facilities (collectively, the “**BMO Credit Facilities**”):

- (a) a revolving credit facility up to the maximum principal amount of \$25 million, subject to the applicable borrowing base (the “**Revolving Facility**”);
- (b) a demand treasury facility up to an aggregate principal amount of \$2 million to address hedging exposure (the “**Hedging Facility**”); and
- (c) a non-revolving letter of credit facility in the maximum principal amount of \$2.5 million (the “**LC Facility**”).

- 65. Copies of the BMO Credit Agreement and the amendments thereto are attached as **Exhibit “M”**. According to the books and records of the Applicants, the total outstanding amount under the BMO Credit Facilities as at May 21, 2024 is \$8,037,369.58 and USD\$1,448,812.06.
- 66. Pursuant to the BMO Credit Agreement, the Revolving Facility is available to Eastern Meat through cash withdrawals and other transfers as well as the use of two corporate credit cards issued by BMO.
- 67. Pursuant to separate guarantee agreements (collectively, the “**BMO Guarantees**”), originally executed in September 2013 and subsequently acknowledged and confirmed on September 14, 2022, each of Sierra Foods and Sierra Services agreed to guarantee the indebtedness and obligations of Eastern Meat to BMO, and each of Eastern Meat and Sierra Services agreed to guarantee the indebtedness and obligations of Sierra Foods to BMO.

Copies of the BMO Guarantees and related 2022 acknowledgements are attached as **Exhibit “N”**.

68. As security for all of the indebtedness and obligations of Eastern Meat, Sierra Foods, and Sierra Services to BMO under the BMO Credit Facilities and/or the BMO Guarantees, respectively, each of Eastern Meat, Sierra Foods, and Sierra Services granted in favour of BMO, among other things, security over all of their present and after-acquired personal property pursuant to, as applicable, separate general security agreements, each dated as of September 30, 2013, which were subsequently acknowledged and confirmed on September 14, 2022, Section 427 *Bank Act* security from Eastern Meat dated as of September 30, 2013, a movable hypothec from Eastern Meat dated as of September 30, 2013, a hypothecation of negotiable collateral for all loans from Eastern Meat dated as of September 30, 2013, and a second amended and restated assignment of insurance dated as of September 14, 2022 from Eastern Meat, Sierra Foods and Sierra Services (collectively, the “**BMO Security**”). Copies of the BMO Security and related 2022 acknowledgements are attached as **Exhibit “O”**. BMO registered its security interest against all classes of collateral, except consumer goods, against each of Eastern Meat, Sierra Foods, and Sierra Services, as applicable, pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”), and other applicable personal property security legislation in British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick and Nova Scotia. In addition, BMO has also made security registrations against Eastern Meat pursuant to the *Uniform Commercial Code* applicable in various States in the United States of America.
69. The Applicants have not met their budget targets and have defaulted on their fixed charge coverage ratio covenant in the BMO Credit Agreement. There will be limited availability

under the existing BMO Credit Facilities by the week ending May 31, 2024. The Applicants are in discussions with BMO regarding their willingness to be the DIP Lender in this proceeding, and the terms of such DIP financing. The Applicants' operating lender BMO has been supportive of management's efforts to address the current liquidity issues, and has indicated that it will support the Applicants in commencing this proceeding and provide DIP financing to allow the intended restructuring steps to be implemented.

C. Secured Creditors – Equipment Lessors

70. The Applicants, primarily in relation to the Processing Business and Cold Storage Business, are also borrowers under certain leasing facilities with several different lessors and/or lenders in respect of various vehicles and other equipment used to operate the business (collectively, the "**Lease Facilities**"). The Lease Facilities are subject to various interest rates and terms. The aggregate amount outstanding under the Lease Facilities, as at May 13, 2024, is approximately \$4,025,668. The aggregate of all required annual payments in respect of the Lease Facilities for 2024 is approximately \$1 million.

D. Security Registrations

71. **Exhibit "P"** contains copies of PPSA searches against each of the Canadian Applicants, including a PPSA search conducted with respect to Sierra Madras Holdings Inc. as amalgamation predecessor of Sierra Realty, as well as copy of the Delaware *Uniform Commercial Code* search against EMS US, as at the currency dates noted therein. For ease of reference, attached hereto as **Exhibit "Q"** is a summary of all such registrations against the Applicants that has been prepared by our counsel, and which I verily believe to be an accurate summary of the registrations reflected in the PPSA searches.

E. Real Property Leases

72. As described above, the Applicants do not own any real property and exclusively operate out of the following three leased premises:

- (a) **Head Office.** The Head Office is comprised of two separate suites located at 5090 Explorer Drive, Mississauga, Ontario. Sierra Services leases the Head Office pursuant to two separate lease agreements for two separate suites. The term of each Head Office lease expires on September 30, 2024. Although Sierra Services is the tenant on the Head Office leases, the Head Office is generally viewed as the headquarters for the Eastern Meat business. Substantially all management and administrative functions are carried out at the Head Office. The monthly rent in respect of the Head Office lease is currently \$21,671.45 (inclusive of all applicable taxes, maintenance fees, and insurance).
- (b) **Brampton Facility.** The Brampton Facility is a 45,000 square foot facility located at 275 Walker Drive, Brampton, Ontario. Sierra Realty is the Applicant that leases the Brampton Facility but does not carry on any operating business there. Sierra Foods carries out substantially all of the Processing Business at the Brampton Facility. The term of the Brampton Facility lease expires on January 31, 2027. The monthly rent in respect of the Brampton Facility lease is currently \$57,152.38 (inclusive of all applicable taxes, maintenance fees, and insurance).
- (c) **Hamilton Facility.** The Hamilton Facility is a 275,000 square foot facility located at 90 Glover Road, Hamilton, Ontario. The Hamilton Facility is leased by each of Sierra Realty and Eastern Meat, as tenants, and then subleased by those parties to Sierra Services pursuant to a separate occupancy agreement. Sierra Services and

Confederation carry out substantially all of the Cold Storage Business at the Hamilton Facility in accordance with the Cold Storage Agreement. The term of the occupancy agreement and the lease in respect of the Hamilton Facility each expire on March 31, 2033. Pursuant to a Lease Amending Agreement dated September 17, 2019, Eastern Meat agreed to lease additional space at the Hamilton Facility, with the result that the Applicants now occupy the entirety of the Hamilton Facility. Eastern Meat gained possession of the expanded facility in or around April 1, 2023. The term of the lease for the additional space expires on March 31, 2043. The aggregate monthly rent in respect of the Hamilton Facility lease is currently \$724,396.95 (inclusive of all applicable taxes, maintenance fees, and insurance).

73. In total, the Applicants currently pay approximately \$803,220.78 per month on account of the foregoing leases (inclusive of all applicable taxes, maintenance fees, and insurance).

F. Unsecured Debt

74. In addition to the liabilities set out above, the Applicants, as at May 13, 2024, have approximately \$19.6 in unsecured debt, which is primarily comprised of trade payables related to the operation of the Applicants' business.

G. HST Liability

75. With the exception of Sierra Realty, the Applicants are current on all priority payables owing to Canada Revenue Agency ("CRA"). By letter dated May 2, 2024, CRA advised Sierra Realty that it had been assessed with an HST tax liability in the amount of \$182,630.37 in connection with the sale of an intangible right of \$1,404,849 that occurred in January 2022. Sierra Realty was not registered for the purpose of the *Excise Tax Act*

(the “**ETA**”) at the time of the transaction. Pursuant to subsection 221(1) of the ETA, Sierra Realty was required to charge and collect tax on this transaction and has therefore been assessed with the HST liability described above.

76. Sierra Realty will, with the assistance of the Monitor and counsel, determine what steps may be appropriate in connection with this CRA liability.

IV. URGENT NEED FOR RELIEF

77. As described above, the Applicants are facing a severe liquidity crisis and, absent DIP financing and the court’s approval of same, would not have sufficient liquidity to fund operations including payroll after May 31, 2024.
78. The Applicants have undertaken significant efficiency and cost-cutting efforts to address the issues described above, including salary reductions, employee terminations, and a strategic review of all operating and administrative costs. However, it has become apparent that these efforts on their own will not be sufficient. The Applicants will not be able to continue as a going concern absent immediate CCAA protection and additional funding in the form of DIP financing. There would otherwise be no reasonable alternatives in the circumstances other than an immediate liquidation of the business.
79. The Applicants represent a family-owned business that has been operating in Ontario since 1967. The board of directors of the Applicants have explored all options to maintain the financial health and viability of the business. After conducting an exhaustive review and considering all reasonable alternatives in consultation with legal and financial advisors, the board has determined that it is in the best interests of the Applicants and their stakeholders to pursue a restructuring under the CCAA.

80. If the Initial Order is granted, the Applicants intend to take steps to wind down the Trading Business, market and sell the Processing Business on a going concern basis, and focus on restructuring and continuing to operate the Cold Storage Business. The Applicants intend to return to Court as soon as possible to seek approval of a sale process and will continue to operate the Processing Business and the Cold Storage Business in the ordinary course in the interim. The restructuring objective is to develop a self-sustaining and profitable Cold Storage Business and to ultimately emerge from CCAA protection with a healthier capital structure for the benefit of all stakeholders, as well as the sector within which the Applicants operate. The protections under the CCAA will provide the Applicants with the flexibility and breathing room required to carry out this objective under the supervision of the Court and with the assistance of the Monitor.

V. CCAA PROCEEDINGS AND RELIEF SOUGHT

A. Stay of Proceedings

81. The Applicants are insolvent and urgently require a stay of proceedings and other protections provided by the CCAA in order to preserve the *status quo* and secure breathing space to execute the proposed restructuring strategy. The proposed Initial Order provides a stay of proceedings until May 31, 2024.

B. DIP Financing

82. The Applicants are in the process of negotiating a debtor-in-possession financing facility (the “**DIP Facility**”) with BMO. The Applicants or the proposed Monitor will report to the Court on the terms of the DIP Facility, and the amount of the charge in respect thereof, once finalized. The Applicants anticipate seeking approval of the DIP Facility on the

comeback hearing and a priority charge in favour of BMO to secure the amounts owing under the DIP Facility (the “**DIP Lender’s Charge**”). It is anticipated that the DIP Lender’s Charge will be subordinate to the Administration Charge but rank in priority to all the other charges.

83. The Applicants, with the assistance of the proposed Monitor, are working in conjunction with BMO to quantify the proposed DIP Facility to address the Applicants’ urgent liquidity needs in accordance with the Cash Flow Forecast.

C. Appointment of Proposed Monitor

84. The Applicants propose that Deloitte Restructuring Inc. (“**Deloitte**”) be appointed by the Court as the Monitor in this proceeding. Over the course of the past few weeks through assistance provided to the Applicants, the proposed Monitor has developed a deep knowledge and understanding of the Applicants’ businesses and is well-qualified for the role given its demonstrated knowledge of and experience in formal insolvency proceedings. Principals of the Monitor have also been previously appointed in insolvency proceedings involving meat processing, storage and packaging and are well familiar with the unique issues in this sector.

85. Deloitte has consented to act as the Monitor of the Applicants under the CCAA. A copy of the proposed Monitor’s consent is attached as **Exhibit “R”**.

D. Administration Charge

86. The Applicants propose that the Monitor, its counsel, and counsel to the Applicants be granted a court-ordered charge on the Applicants’ property as security for their respective fees and disbursements relating to services rendered in respect of the Applicants (the

“Administration Charge”). The Administration Charge is proposed to have first priority over all other charges. With the concurrence of the Monitor, the Applicants are proposing that the Administration Charge for the first ten days be limited to \$500,000 and will be seeking to increase the charge to \$750,000 at the Comeback Hearing.

E. Directors’ and Officers’ Charge

87. A successful restructuring of the Applicants will require the continued active engagement of its directors and officers. These individuals are highly knowledgeable about the Applicants’ various businesses and are essential to the viability of the Applicants’ restructuring steps, its continuing business and the preservation of enterprise value.
88. The Applicants estimate, with the assistance of the Monitor, that obligations of the Applicants that could give rise to potential director and officer liability may amount to as much as approximately \$600,000 within the initial 10-day period, and \$750,000 thereafter, if such amounts remain unpaid.
89. It is my understanding that the Applicants’ current and former directors and officers are among the potential beneficiaries under a separate liability insurance policy in the amount of up to \$1 million pursuant to an insurance policy with Zurich Insurance Company Ltd that expires on February 28, 2025 (the **“D&O Insurance”**).
90. I understand that the D&O Insurance has various exceptions, exclusions, and carve-outs where coverage may not be available and that claims on such policy have already been made. I therefore do not believe that this insurance policy provides sufficient coverage against the potential liability that the directors and officers could incur in relation to this CCAA proceeding.

91. In light of the complexity and scope of the overall enterprise and potential liabilities and the uncertainty surrounding available indemnities and insurance, the directors and officers have indicated to the Applicants that their continued service and involvement in this proceeding is conditional upon the granting of an order under the CCAA which grants a charge in favour of the directors and officers of the Applicants in the amount of \$600,000 during the initial 10-day period and \$750,000 thereafter, on the property of the Applicants (the “**Directors’ Charge**”). The Directors’ Charge is proposed to be subordinate to the Administration Charge and the DIP Lender’s Charge (once granted) but rank in priority to all the other charges. The Directors’ Charge is necessary so that the Applicants and their stakeholders can continue to obtain the benefit of the directors’ and officers’ experience with the business and industry, and so that its directors and officers can help guide the Applicants’ restructuring efforts for the benefit of their various stakeholders.

F. Intercompany Lending

92. The Applicants’ provide related and end-to-end services within the sector, which creates efficiencies and scale. Certain financing, funds, and assets are routinely transferred between the members of the Applicants in the ordinary course of operations, and there is intercompany indebtedness that is recorded when that occurs. One such example is in the context of the real property leases. As described above, Sierra Realty is the tenant of the Brampton Facility and the Hamilton Facility. Given that Sierra Realty does not generate any material revenues, it relies on advances from the other Applicants to service the applicable lease payments. The intercompany balances are reflected through invoices and accounting for the intercompany indebtedness.

93. In order to ensure that no creditor is prejudiced based on the flow of funds in respect of any intercompany funding after the date of the Initial Order, the proposed Initial Order contemplates a standard intercompany charge over each applicable Applicant's property is sought. This will secure any intercompany balances and ensure that stakeholders of the funding Applicant are not prejudiced by the continued, ordinary course flow of funds.
94. The proposed Initial Order provides that, to the extent any of the Applicants (in each case, an "**Intercompany Payor**") after the date of the Initial Order, and subject to the approval of the Monitor, makes any payment to or on behalf of, or incurs any obligation on behalf of, or discharges any obligation of, any of the other Applicants or otherwise transfers value to, or for the benefit of, any of the other Applicants (in each case, the "**Intercompany Recipient**"), such Intercompany Payor is granted a charge (each, an "**Intercompany Charge**") on all of the property of the Intercompany Recipient in the amount of such payment, obligation, or transfer of value. The Applicants and the Monitor shall take into account the amount of each Intercompany Charge granted by and to each Applicant to determine the net amount secured by each Intercompany Charge.
95. It is proposed that each Intercompany Charge will rank subordinate to the Administration Charge, the DIP Lender's Charge (once granted), and the Directors' Charge, and the indebtedness, liabilities and obligations of the Applicants under the BMO Credit Facilities.

G. Supporting Cash Flow Forecast

96. The Applicants, in consultation with the Monitor, prepared a 13-week Cash Flow Forecast and the underlying assumptions as required by the CCAA, a copy of which will be attached to the proposed Monitor's Pre-Filing Report. The Cash Flow Forecast demonstrates that

the Applicants have sufficient liquidity and cash on hand to continue going concern operations during the Stay Period, provided that the proposed Initial Order is granted and a DIP Facility in the amount reflected is approved on the Comeback Hearing. I confirm that:

- (a) all material information relative to the Cash Flow Forecast and to the underlying assumptions has been disclosed to Deloitte in its capacity as proposed Monitor; and
- (b) senior management has taken all actions that it considers necessary to ensure that:
 - (i) the individual assumptions underlying the Cash Flow Forecast are appropriate in the circumstances; and (ii) the individual assumptions underlying the Cash Flow Forecast, taken as a whole, are appropriate in the circumstances.

97. The Applicants have confirmed with the Monitor that the Monitor will provide oversight and assistance and will report to the Court in respect of the Applicants' actual results relative to the Cash Flow Forecast during these proceedings if the relief being requested by the Applicants is granted by the Court.

H. Permitted Payments & Set-Off

98. The proposed Initial Order contemplates that the Applicants will be permitted (but not required) to make the following payments (including certain pre-filing amounts) to ensure that the business may continue in the ordinary course post-filing:
- (a) all outstanding and future wages, salaries, employee benefits, vacation pay, and employee expenses payable on or after the date of the Initial Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

- (b) the fees and disbursements of any Assistants (as defined in the propose Initial Order) retained or employed by the Applicants in respect of these proceedings at their standard rates and charges;
 - (c) any payments required by the Applicants to maintain any of the licenses under the *Safe Food for Canadians Act*, S.C. 2012, c. 24;
 - (d) subject to the approval of the Monitor, amounts owing for goods or services supplied to the Applicants prior to the date of the proposed Initial Order if, in the opinion of the Applicants, such payments are necessary or desirable to avoid disruption to the business or the Applicants;
 - (e) all expenses and capital expenditures reasonably necessary for the preservation of the Applicants' property or the business, including, without limitation, payments on account of insurance (including D&O Insurance), maintenance, and security services; and
 - (f) payment for goods or services actually supplied to the Applicants following the date of the proposed Initial Order or payments to obtain the release of goods or delivery of services contracted for prior to the date of the proposed Initial Order.
99. In order to maximize liquidity and the ability of the Applicants to achieve a successful restructuring, the Initial Order further provides that, without the consent of the Applicants and the Monitor, no party may exercise the following set-off: (i) pre-filing against post-filing set-off; and (ii) triangular set-off (i.e., set-off against the Applicants by one member of a corporate group in respect of amounts owing to or by another member of that corporate group).

100. This is of particular importance to the Applicants. Given the inter-related and synergistic nature of the Applicants' business lines, there are multiple corporate groups that are both suppliers to, and customers of, the Applicants. Different entities among those corporate groups may seek to exercise triangular set-off rights in respect of net balances owing for goods and services supplied during the pre-filing period, including among various Applicants. Any attempted exercise of triangular set-off would have a negative impact on the liquidity of the business and impair the Applicants' restructuring efforts. The Applicants are of the view that the proposed Initial Order strikes an appropriate balance between the liquidity constraints of the Applicants and the rights of customers and suppliers to obtain timely payment for any post-filing supply of goods and services.

I. Goods in Transit

101. As part of operating in the cold storage, meat trading, and food processing industries, the Applicants have a significant amount of assets in transit at any given time in the ordinary course of business. In order to protect these assets for the benefit of the Applicants and their stakeholders, the proposed Initial Order provides that, with the consent of the proposed Monitor, the Applicants may pay amounts owing for goods or services in transit or otherwise supplied to the Applicants prior to the date of the Initial Order by warehouse providers, logistics or supply chain providers, transportation providers, customs brokers, freight forwarders, and amounts payable in respect of customs and duties for goods.

VI. CONCLUSION

102. I am confident that granting the proposed Initial Order sought by the Applicants is in the best interests of the Applicants and their stakeholders. Without the relief requested, including the stay of proceedings, the Applicants face an immediate cessation of their

going concern operations and the liquidation of their assets. The Applicants require the breathing space provided by CCAA protection to develop and implement a restructuring plan with the goal of maximizing the ongoing value of the business and avoiding the devastating effects of a business cessation. The granting of the requested stay of proceedings will maintain the *status quo* and permit an orderly restructuring and analysis of the Applicants' affairs.

SWORN before me via videoconference, by **ROBERT VANDEN BROEK**, stated as being located in the City of Etobicoke, in the Province of Ontario this 21st day of May, 2024 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits
ADAM DRIEDGER (LSO #77296F)



ROBERT VANDEN BROEK

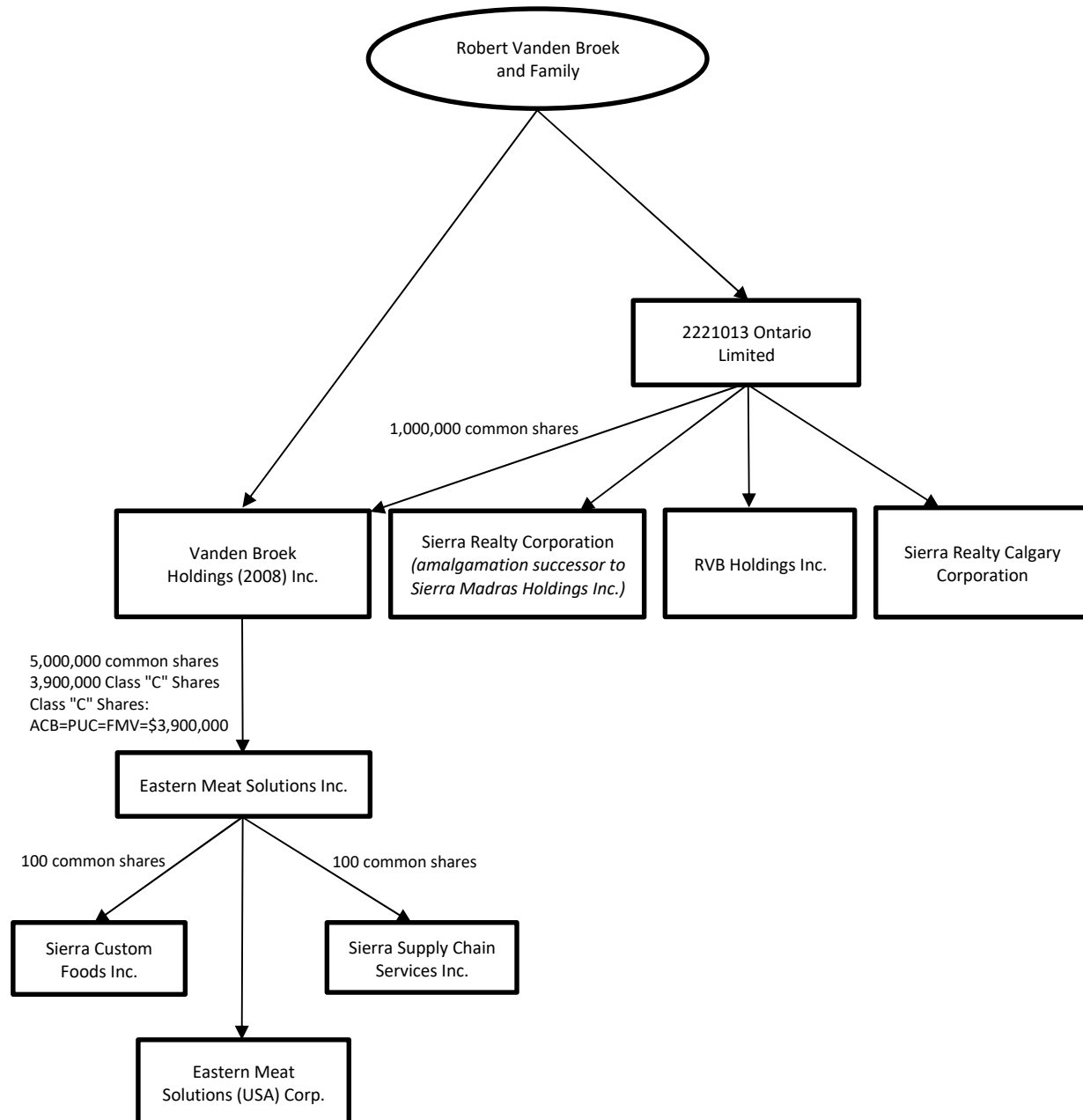
This is Exhibit "A" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

EMS GROUP
(as of May 13, 2024)



This is Exhibit "B" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)



Ministry of Public and
Business Service Delivery

Profile Report

EASTERN MEAT SOLUTIONS INC. as of May 15, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	EASTERN MEAT SOLUTIONS INC.
Ontario Corporation Number (OCN)	1780010
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	October 01, 2008
Registered or Head Office Address	5090 Explorer Road, 203, Mississauga, Ontario, L4W 4T9, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	5

Name	ROBERT VANDEN BROEK
Address for Service	80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada
Resident Canadian	Yes
Date Began	October 01, 2008

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name

Position

Address for Service

Date Began

DANIEL F. HIRSH

Secretary

26 Cavendish Street, Toronto, Ontario, M4E 1P1, Canada

September 30, 2019

Name

Position

Address for Service

Date Began

RAMESH NEDADUR

President

2101 Oak Springs Road, Oakville, Ontario, L6H 5P6, Canada

September 30, 2022

Name

Position

Address for Service

Date Began

ROBERT VANDEN BROEK

Chief Executive Officer

80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada

September 30, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

Effective Date

EASTERN MEAT SOLUTIONS INC.

October 01, 2008

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V. Quintanilla W.

Director/Registrar

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Amalgamating Corporations

Corporation Name
Ontario Corporation Number

EASTERN MEAT SOLUTIONS INC.
1493665

Corporation Name
Ontario Corporation Number

VANDEN BROEK HOLDINGS INC.
2054993

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

Name	SIERRA SUPPLY CHAIN SERVICES
Business Identification Number (BIN)	260405360
Status	Inactive - Expired
Registration Date	April 18, 2016
Expired Date	April 17, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Annual Return - 2023 PAF: DANIEL F. HIRSH	June 23, 2023
Annual Return - 2022 PAF: DANIEL F. HIRSH	December 07, 2022
Archive Document Package	September 15, 2022
CIA - Notice of Change PAF: ROBERT VANDEN BROEK - DIRECTOR	June 08, 2021
CIA - Notice of Change PAF: DANIEL R HIRSH - OTHER	June 30, 2016
CIA - Initial Return PAF: PETER K. GUSELLE - OTHER	October 15, 2008
BCA - Articles of Amalgamation	October 01, 2008

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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This is Exhibit "C" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)



Ministry of Public and
Business Service Delivery

Profile Report

SIERRA CUSTOM FOODS INC. as of May 15, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	SIERRA CUSTOM FOODS INC.
Ontario Corporation Number (OCN)	2298442
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 12, 2011
Registered or Head Office Address	5090 Explorer Road, 203, Mississauga, Ontario, L4W 4T9, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	ROBERT VANDEN BROEK
Address for Service	80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada
Resident Canadian	Yes
Date Began	September 12, 2011

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name

Position

Address for Service

Date Began

DANIEL F HIRSCH

Secretary

26 Cavendish Street, Toronto, Ontario, M4E 1P1, Canada

March 30, 2021

Name

Position

Address for Service

Date Began

RAMESH NEDADUR

President

2101 Oak Springs Road, Oakville, Ontario, L6H 5P6, Canada

September 30, 2022

Name

Position

Address for Service

Date Began

ROBERT VANDEN BROEK

Chief Executive Officer

80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada

September 30, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

Effective Date

SIERRA CUSTOM FOODS INC.

September 12, 2011

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Annual Return - 2022 PAF: DANIEL F HIRSCH	December 07, 2022
Archive Document Package	September 15, 2022
CIA - Notice of Change PAF: ROBERT VANDEN BROEK - DIRECTOR	June 08, 2021
Annual Return - 2020 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 04, 2021
Annual Return - 2019 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 05, 2020
Annual Return - 2018 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 14, 2019
Annual Return - 2017 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 15, 2018
Annual Return - 2016 PAF: ROBERT VANDEN BROEK - DIRECTOR	March 22, 2017
CIA - Notice of Change PAF: DANIEL F. HIRSH - OTHER	June 30, 2016
Annual Return - 2015 PAF: ROBERT VANDEN BROEK - DIRECTOR	February 13, 2016
Annual Return - 2014 PAF: ROBERT VANDEN BROEK - DIRECTOR	January 31, 2015
Annual Return - 2013 PAF: ROBERT VANDEN BROEK - DIRECTOR	January 25, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Annual Return - 2012 PAF: ROBERT VANDEN BROEK - DIRECTOR	January 12, 2013
CIA - Notice of Change PAF: DANIEL F. HIRSH - OTHER	April 16, 2012
Annual Return - 2011 PAF: ROBERT VANDEN BROEK - DIRECTOR	January 07, 2012
CIA - Initial Return PAF: DANIEL F. HIRSH - OTHER	December 01, 2011
BCA - Articles of Incorporation	September 12, 2011

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

This is Exhibit "D" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2024-05-15 4:48 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS	
Corporate name		Dénomination	
SIERRA SUPPLY CHAIN SERVICES INC.			
Corporation number	851294-9	Numéro de société ou d'organisation	
Business number	812284040RC0001	Numéro d'entreprise	
Governing legislation	Régime législatif		
Canada Business Corporations Act (CBCA) - 2013-05-03			
Loi canadienne sur les sociétés par actions (LCSA) - 2013-05-03			
Status		Statut	
Active			
Active			

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
5090 Explorer Drive, Suite 203 Mississauga ON L4W 4T9 Canada	

ANNUAL FILINGS				DÉPÔTS ANNUELS	
Anniversary date (MM-DD)		05-03		(MM-JJ) Date anniversaire	
Filing period (MM-DD)		05-03 to/au 07-02		(MM-JJ) Période de dépôt	
Status of annual filings				Statut des dépôts annuels	
				Due to be filed	
				Filed	
				Filed	
Date of last annual meeting (YYYY-MM-DD)		2023-01-31		(AAAA-MM-JJ) Date de la dernière assemblée annuelle	
Type					
Non-distributing corporation with 50 or fewer shareholders					
Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins					

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
ROBERT VANDEN BROEK		80 Kingsway Crescent, Toronto ON M8X 2R6, Canada

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2013-05-03 to present / à maintenant		SIERRA SUPPLY CHAIN SERVICES INC.
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation		2013-05-03 Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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This is Exhibit "E" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)



Ministry of Public and
Business Service Delivery

Profile Report

SIERRA REALTY CORPORATION as of May 15, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	SIERRA REALTY CORPORATION
Ontario Corporation Number (OCN)	1000100075
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	January 31, 2022
Registered or Head Office Address	5090 Explorer Drive, 203, Mississauga, Ontario, L4W 4T9, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	ROBERT VANDEN BROEK
Address for Service	80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada
Resident Canadian	Yes
Date Began	January 31, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name

Position

Address for Service

Date Began

DANIEL F. HIRSH

Secretary

26 Cavendish Street, Toronto, Ontario, M4E 1P1, Canada

January 31, 2022

Name

Position

Address for Service

Date Began

RAMESH NEDADUR

Treasurer

2101 Oak Springs Road, Oakville, Ontario, L6H 5P6, Canada

January 31, 2022

Name

Position

Address for Service

Date Began

ROBERT VANDEN BROEK

President

80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada

January 31, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

Effective Date

SIERRA REALTY CORPORATION

January 31, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Amalgamating Corporations

Corporation Name
Ontario Corporation Number

SIERRA REALTY CORPORATION
2718217

Corporation Name
Ontario Corporation Number

SIERRA MADRAS HOLDINGS INC.
1953026

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: DANIEL F. HIRSH	December 07, 2022
CIA - Initial Return PAF: Avram MUSAFIJA	March 05, 2022
BCA - Articles of Amalgamation	January 31, 2022

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Director/Registrar

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This is Exhibit "F" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)



Ministry of Public and
Business Service Delivery

Profile Report

RVB HOLDINGS INC. as of May 15, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	RVB HOLDINGS INC.
Ontario Corporation Number (OCN)	2131307
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 23, 2007
Registered or Head Office Address	302 The East Mall, 500, Etobicoke, Ontario, M9B 6C7, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	ROBERT VANDEN BROEK
Address for Service	80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada
Resident Canadian	Yes
Date Began	March 23, 2007

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name

Position

Address for Service

Date Began

ROBERT VANDEN BROEK

President

80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada

March 23, 2007

Name

Position

Address for Service

Date Began

ROBERT VANDEN BROEK

Secretary

80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada

March 23, 2007

Name

Position

Address for Service

Date Began

ROBERT VANDEN BROEK

Treasurer

80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada

March 23, 2007

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

RVB HOLDINGS INC.

Effective Date

March 23, 2007

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Annual Return - 2020 PAF: ROBERT VANDEN BROEK - DIRECTOR	March 28, 2021
Annual Return - 2019 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 05, 2020
Annual Return - 2018 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 07, 2019
Annual Return - 2015 PAF: ROBERT VANDEN BROEK - DIRECTOR	June 03, 2018
Annual Return - 2017 PAF: ROBERT VANDEN BROEK - DIRECTOR	June 03, 2018
Annual Return - 2016 PAF: ROBERT VANDEN BROEK - DIRECTOR	June 03, 2018
Annual Return - 2014 PAF: ROBERT VANDEN BROEK - DIRECTOR	June 11, 2017
Annual Return - 2013 PAF: ROBERT VANDEN BROEK - DIRECTOR	December 27, 2014
Annual Return - 2012 PAF: ROBERT VANDEN BROEK - DIRECTOR	November 01, 2014
Annual Return - 2011 PAF: ROBERT VANDEN BROEK - DIRECTOR	June 30, 2012
Annual Return - 2010 PAF: ROBERT VANDEN BROEK - DIRECTOR	May 21, 2011
Annual Return - 2009 PAF: ROBERT VANDEN BROEK - DIRECTOR	February 06, 2010
Annual Return - 2008 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 18, 2009

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Annual Return - 2007
PAF: ROBERT VANDEN BROEK - DIRECTOR

April 18, 2009

CIA - Initial Return
PAF: MARY WAHBI - OTHER

April 12, 2007

BCA - Articles of Incorporation

March 23, 2007

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V. Quintanilla W.

Director/Registrar

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This is Exhibit "G" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)



Profile Report

VANDEN BROEK HOLDINGS (2008) INC. as of May 15, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	VANDEN BROEK HOLDINGS (2008) INC.
Ontario Corporation Number (OCN)	2184994
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 17, 2008
Registered or Head Office Address	80 Kingsway Crescent, Toronto, Ontario, M8X 2R6, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	ROBERT VANDEN BROEK
Address for Service	80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada
Resident Canadian	Yes
Date Began	September 17, 2008

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name

Position

Address for Service

Date Began

ROBERT VANDEN BROEK

President

80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada

September 17, 2008

Name

Position

Address for Service

Date Began

ROBERT VANDEN BROEK

Secretary

80 Kingsway Crescent, Etobicoke, Ontario, M8X 2R6, Canada

September 17, 2008

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

Effective Date

VANDEN BROEK HOLDINGS (2008) INC.
September 17, 2008

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Annual Return - 2023 PAF: ROBERT VANDEN BROEK	June 23, 2023
CIA - Notice of Change PAF: DANIEL HIRSH	March 23, 2023
Annual Return - 2022 PAF: ROBERT VANDEN BROEK	December 08, 2022
Annual Return - 2022 PAF: ROBERT VANDEN BROEK	December 07, 2022
Annual Return - 2020 PAF: ROBERT VANDEN BROEK - DIRECTOR	March 28, 2021
Annual Return - 2019 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 05, 2020
Annual Return - 2018 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 07, 2019
Annual Return - 2017 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 07, 2019
Annual Return - 2016 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 09, 2017
Annual Return - 2015 PAF: ROBERT VANDEN BROEK - DIRECTOR	February 27, 2016
Annual Return - 2014 PAF: ROBERT VANDEN BROEK - DIRECTOR	April 18, 2015
Annual Return - 2013 PAF: ROBERT VANDEN BROEK - DIRECTOR	August 16, 2014
Annual Return - 2012 PAF: ROBERT VANDEN BROEK - DIRECTOR	February 01, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Annual Return - 2011 PAF: ROBERT VANDEN BROEK - DIRECTOR	January 14, 2012
Annual Return - 2010 PAF: ROBERT VANDEN BROEK - DIRECTOR	January 15, 2011
BCA - Articles of Amendment	February 22, 2010
Annual Return - 2009 PAF: ROBERT VANDEN BROEK - DIRECTOR	February 06, 2010
CIA - Initial Return PAF: PETER K. GUSELLE - OTHER	October 29, 2008
BCA - Articles of Incorporation	September 17, 2008

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Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

This is Exhibit "H" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2024/05/09
Time of Search: 08:08 AM
Service Request Number: 42097153
Customer Reference Number: 05403037-EDD3_5_4285576

Corporate Access Number: 2025487188
Business Number: 726234412
Legal Entity Name: SIERRA REALTY CALGARY CORPORATION

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2023/09/20 YYYY/MM/DD

Registered Office:

Street: 600, 700 2ND STREET SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P2W1

Records Address:

Street: 600, 700 2ND STREET SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P2W1

Email Address: ASSISTANT@DUPLOOYLAW.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
DUPLOOY	CLAUDIUS		DUPLOOY LAW	200, 605 11 AVE SW	CALGARY	ALBERTA	T2R0E1	CLAUDIUS@DUPLOOYLAW.COM

Directors:

Last Name: HIRSH
First Name: DANIEL
Street/Box Number: 26 CAVENDISH AVENUE
City: TORONTO
Province: ONTARIO
Postal Code: M4E1P1

Last Name: NEDADUR
First Name: RAMESH
Street/Box Number: 2101 OAK SPRINGS ROAD
City: OAKVILLE
Province: ONTARIO
Postal Code: L6H5P6

Last Name: VANDEN BROEK
First Name: ROBERT
Street/Box Number: 80 KINGSWAY CRESCENT
City: TORONTO
Province: ONTARIO
Postal Code: M8X2R6

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE "A" ATTACHED
Share Transfers Restrictions: SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE "B" ATTACHED

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2023/09/20	Incorporate Alberta Corporation
2023/09/20	Update Business Number Legal Entity
2023/09/21	Change Director / Shareholder
2024/01/25	Change Address

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2023/09/20
Other Rules or Provisions	ELECTRONIC	2023/09/20

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "T" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME EASTERN MEAT SOLUTIONS (USA) CORP.				TAX YR. 2023	
FILE NUMBER 5283948	INCORPORATION DATE 2013/02/04	RENEWAL/REVOCATION DATE			
PRINCIPAL PLACE OF BUSINESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON L4W 4T9 CANADA			PHONE NUMBER 4162522791		
REGISTERED AGENT UNITED CORPORATE SERVICES, INC. 800 NORTH STATE STREET SUITE 304 DOVER DE 19901			AGENT NUMBER 9001653		
AUTHORIZED STOCK BEGIN DATE 2013/02/04		END DATE	DESIGNATION/ STOCK CLASS	NO. OF SHARES 1,500	PAR VALUE/ SHARE \$0.000000000
OFFICER ROBERT VANDEN BROEK		NAME STREET/CITY/STATE/ZIP 80 KINGSWAY CRESCENT ETOBICOKE, ON M8X 2R6 CANADA			TITLE PRESIDENT
DIRECTORS ROBERT VANDEN BROEK		NAME STREET/CITY/STATE/ZIP 80 KINGSWAY CRESCENT ETOBICOKE, ON M8X 2R6 CANADA			
<p><i>NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.</i></p> <p>AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR) ROBERT VANDEN BROEK 80 KINGSWAY CRESCENT ETOBICOKE, ON M8X 2R6 CA</p> <p>DATE 2024/02/08</p> <p>TITLE OFFICER</p>					

This is Exhibit "J" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)



Consolidated Financial Statements

Eastern Meat Solutions Inc.

September 30, 2022

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Consolidated Statement of Cash Flows	5
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Independent Auditor's Report

To the shareholder of
Eastern Meat Solutions Inc.

Opinion

We have audited the consolidated financial statements of Eastern Meat Solutions Inc., which comprise the consolidated balance sheet as at September 30, 2022, and the consolidated statements of income and retained earnings and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the company as at September 30, 2022, and the consolidated results of its operations and its consolidated cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Basis for opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's responsibilities for the audit of the consolidated financial statements section of our report. We are independent of the company in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of matter - restated comparative information

We draw attention to Note 3 to the financial statements, which explains that certain comparative information presented for the year ended September 30, 2021 has been restated. Our opinion is not modified in respect of this matter.

Responsibilities of management and those charged with governance for the consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the company's financial reporting process.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the company to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

The logo for Grant Thornton LLP, featuring the company name in a stylized, cursive script.

Mississauga, Canada
February 2, 2023

Chartered Professional Accountants
Licensed Public Accountants

Eastern Meat Solutions Inc.

Consolidated Statements of Income and Retained Earnings

Year ended September 30

2022

2021

(Restated -
Note 3)

Sales	\$ 222,316,799	\$ 178,994,171
Cost of sales	<u>207,234,184</u>	<u>167,585,283</u>
Gross profit	<u>15,082,615</u>	<u>11,408,888</u>
Expenses		
Office salaries and commissions	6,211,955	5,446,131
Rent	2,716,676	1,875,851
General and office	1,686,512	1,439,159
Amortization of equipment and leasehold improvements	1,199,889	1,108,977
Management salaries and bonuses	743,770	349,710
Interest and preferred share dividends	855,800	673,222
Advertising and promotion	452,822	236,581
Insurance	302,763	226,909
Travel and automotive	218,304	79,437
Telephone	75,286	56,071
Bad debts (recovered)	58,449	(11,966)
Professional fees	53,738	325,023
Courier	20,706	15,733
(Gain) loss on disposal of equipment and leasehold improvements	<u>(16,643)</u>	<u>31,155</u>
	<u>14,580,027</u>	<u>11,851,993</u>
Other income (Notes 14 and 16)	<u>1,709,808</u>	<u>-</u>
Income (loss) before income taxes (recovery)	<u>2,212,396</u>	<u>(443,105)</u>
Income taxes (recovery)		
Current	66,126	88,569
Future	<u>845,077</u>	<u>(200,000)</u>
	<u>911,203</u>	<u>(111,431)</u>
Net income (loss)	<u>\$ 1,301,193</u>	<u>\$ (331,674)</u>
Retained earnings, beginning of year	\$ 4,926,615	\$ 5,258,289
Net income (loss)	<u>1,301,193</u>	<u>(331,674)</u>
Retained earnings, end of year	<u>\$ 6,227,808</u>	<u>\$ 4,926,615</u>

Eastern Meat Solutions Inc.

Consolidated Balance Sheet

September 30

2022

2021
(Restated -
Note 3)

Assets

Current

Cash	\$ 2,140,891	\$ 338,796
Accounts receivable	15,286,624	14,413,584
Inventory (Note 4)	12,362,301	9,284,405
Prepaid expenses	3,120,945	1,782,067
Income taxes recoverable	13,381	-
Due from related parties (Note 5)	2,041,464	112,870
	<u>34,965,606</u>	<u>25,931,722</u>

Equipment and leasehold improvements (Note 6)	8,348,542	4,596,977
Future income taxes	-	271,000
	<u>\$ 43,314,148</u>	<u>\$ 30,799,699</u>

Liabilities

Current

Bank indebtedness (Note 7)	\$ 8,396,040	\$ 6,841,560
Accounts payable and accrued liabilities (Note 8)	17,101,711	12,517,677
Dividends payable	823,750	628,750
Obligations under capital lease (Note 12)	572,386	301,915
Preferred shares (Note 9)	300,000	-
Current portion of deferred revenue (Note 14)	97,471	-
Current portion of long-term debt (Note 10)	-	716,257
Income taxes payable	-	83,108
	<u>27,291,358</u>	<u>21,089,267</u>

Promissory note (Note 11)	1,000,000	-
Obligations under capital lease (Note 12)	2,779,057	465,645
Future income taxes	574,077	-
Leasehold inducements	867,004	418,038
Preferred shares (Note 9)	3,600,000	3,900,000
Deferred revenue (Note 14)	974,710	-
	<u>37,086,206</u>	<u>25,872,950</u>

Shareholder's equity

Share capital (Note 13)	134	134
Retained earnings	6,227,808	4,926,615
	<u>6,227,942</u>	<u>4,926,749</u>
	<u>\$ 43,314,148</u>	<u>\$ 30,799,699</u>

On behalf of the board

Director

Director

Eastern Meat Solutions Inc.

Consolidated Statement of Cash Flows

Year ended September 30

2022

2021
(Restated -
Note 3)

Increase (decrease) in cash

Operating

Net income (loss)	\$ 1,301,193	\$ (331,674)
Items not affecting cash		
Amortization of equipment and leasehold improvements	1,199,889	1,108,977
(Gain) loss on disposal of equipment and leasehold improvements	(16,643)	31,155
Future income taxes	845,077	(200,000)
Net accretion of leasehold inducements	448,966	(63,201)
Unrealized (gain) loss on forward contracts	(106,111)	6,553
Preferred share dividend	195,000	195,000
	<u>3,867,371</u>	<u>746,810</u>
Change in non-cash working capital items		
Accounts receivable	(873,040)	181,712
Inventory	(3,077,896)	(127,030)
Prepaid expenses	(1,338,878)	(537,244)
Income taxes recoverable	(96,489)	18,432
Accounts payable and accrued liabilities	4,690,145	1,818,326
Deferred revenue	1,072,181	-
	<u>4,243,394</u>	<u>2,101,006</u>

Financing

Net advances of bank indebtedness	1,554,480	28,083
Repayment of long-term debt	(716,257)	(673,659)
Proceeds from promissory note	1,000,000	-
Repayment of obligations under capital lease	(490,005)	(367,730)
Net advances to related parties	(1,928,594)	(85,000)
	<u>(580,376)</u>	<u>(1,098,306)</u>

Investing

Purchase of equipment and leasehold improvements	(2,009,359)	(921,435)
Proceeds on disposal of equipment and leasehold improvements	148,436	56,346
	<u>(1,860,923)</u>	<u>(865,089)</u>

Increase in cash 1,802,095 137,611

Cash

Beginning of year	<u>338,796</u>	<u>201,185</u>
End of year	<u>\$ 2,140,891</u>	<u>\$ 338,796</u>

Supplemental cash flow information

Interest paid	\$ 323,104	\$ 295,569
Income taxes paid	162,329	71,060

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

1. Nature of operations

The Eastern Meat Solutions Inc. consolidated group (the "company") is a private enterprise incorporated under the Business Corporations Act of Ontario on October 1, 2000. The company processes and distributes meat products at the wholesale level.

2. Significant accounting policies

Basis of presentation

These consolidated financial statements include the accounts of Eastern Meat Solutions Inc. and its wholly-owned subsidiaries Sierra Custom Foods Inc., Sierra Supply Chain Services Inc. and EMS USA. All inter-company transactions and balances have been eliminated.

These consolidated financial statements have been prepared in accordance with Canadian accounting standards for private enterprises. Accounting standards for private enterprises require entities to select policies appropriate for their circumstances from choices provided in the specific standards. Following are details of the policies applied by the company in these financial statements.

Financial instruments

Adoption of Amendments to Section 3856 Financial Instruments

The Canadian Accounting Standards Board recently issued amendments to Section 3856 Financial Instruments, which outline the accounting guidelines related to the classification and measurement of retractable or mandatorily redeemable shares issued in a tax planning arrangement and for financial assets and financial liabilities in related party transactions.

The company does not have retractable or mandatorily redeemable shares issued in a tax planning arrangement.

The company applied the new accounting policy retrospectively, on October 1, 2021, subject to certain transitional provisions. The adoption of the amendments did not have a significant impact on the company's financial statements.

Financial assets and financial liabilities obtained in arm's length transactions are initially recognized at fair value when the company becomes a party to the contractual provisions of the financial instrument.

Subsequently, financial instruments are measured at amortized cost, except in the case of foreign currency forward contracts, which are measured at fair value. Changes in the fair value of any financial instruments being subsequently measured at fair value are recognized in net earnings.

Financial Instruments in Arm's Length Transactions

Financial assets in arm's length transactions measured at amortized cost include cash, and accounts receivable.

Financial liabilities in arm's length transactions measured at amortized cost include bank indebtedness, accounts payable, obligations under capital lease and promissory note.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

2. Significant accounting policies (continued)

Financial instruments (continued)

Transaction costs related to financial instruments measured at fair value are expensed as incurred. Transaction costs related to other financial instruments are added to the carrying value of the asset or netted against the carrying value of the liability and are then recognized over the expected life of the instrument using the straight-line method. Any premium or discount related to an instrument measured at amortized cost is amortized over the expected life of the item using the straight-line method and recognized in net earnings as interest income or expense.

With respect to financial assets measured at cost, amortized cost or their carrying amount, the company recognizes in net earnings an impairment loss, if any, when it determines that significant adverse change has occurred during the period in the expected timing or amount of future cash flows. When the extent of impairment of a previously written-down asset decreases and the decrease can be related to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed in net earnings in the period the reversal occurs.

Financial instruments in related party transactions

Financial assets and financial liabilities in related party transactions are initially measured at cost, with the exception of certain instruments which are initially measured at fair value. The company does not have any financial assets or financial liabilities in related party transactions which are initially measured at fair value.

Gains or losses arising on initial measurement differences are generally recognized in net income when the transaction is in the normal course of operations, and in equity when the transaction is not in the normal course of operations, subject to certain exceptions.

Financial assets and financial liabilities recognized in related party transactions are subsequently measured based on how the company initially measured the instrument. Financial instruments initially measured at cost are subsequently measured at cost, less any impairment for financial assets. Financial instruments initially measured at fair value, would be subsequently measured at amortized cost or fair value based on certain conditions.

Inventory

Inventory for re-sale, consisting primarily of finished goods, is valued at the lower of landed cost and net realizable value using the specific identification method. Processed inventory is valued at the lower of cost and net realizable value with the cost including direct product costs, direct labour, and an allocation of variable and fixed manufacturing overhead. When circumstances that previously caused inventories to have a write-down below cost no longer exist, or when there is clear evidence of an increase in the net realizable value, the amount of a write-down previously recorded is reversed through cost of goods sold.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

2. Significant accounting policies (continued)

Equipment and leasehold improvements

Equipment and leasehold improvements are recorded at cost, less amortization and impairment (if any). The company provides for amortization using the following methods at rates designed to amortize the cost of the equipment and leasehold improvements over their estimated useful life. The annual amortization rates and methods are as follows:

Mobile equipment	4-10 years Straight-line
Office furniture and equipment	10 years Straight-line
Office leasehold improvements	term of the related lease
Computer hardware	5 years Straight-line
Computer software	3-8 years Straight-line
Signs	10 years Straight-line
Telephone system	10 years Straight-line
Plant equipment	3-10 years Straight-line

Impairment of long-lived assets

Long-lived assets subject to amortization which are held and used by the company are reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If changes in circumstances indicate that the carrying amount of an asset that an entity expects to hold and use may not be recoverable, future cash flows expected to result from the use of the asset and its disposition must be estimated. If the undiscounted value of the future cash flows is less than the carrying amount of the asset, impairment may be recognized. Impairment is not reversed.

Capital leases

Capital leases are leases where substantially all the risks and benefits incidental to the ownership of the asset, but not the legal ownership, are transferred to the company.

A capital lease is accounted for as an asset as well as an obligation. Accordingly, capital leases are recognized by recording an asset and a liability at the present value of the minimum lease payments, excluding the portion thereof relating to executor costs. However, the maximum value recorded for the asset and obligation will not exceed the leased asset's fair value.

The capitalized value of a depreciable asset is amortized over the lease term. However, if the ownership is to eventually pass to the company, or a bargain purchase option is allowed, the amortization period will be the economic useful life of the asset.

An obligation under a capital lease is similar to a loan. Lease payments are allocated to a reduction of the obligation, interest expense and any related executor costs. The interest expense is calculated using the discount rate used in computing the present value of the minimum lease payments applied to the remaining balance of the obligation.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

2. Significant accounting policies (continued)

Leasehold inducements

Leasehold inducements are amortized on a straight-line basis over the term of the lease. The occupancy expense throughout the term of the lease, including the tenant inducement period, is calculated at the average rental cost for the whole lease period, net of the amortization of the tenant inducement benefit. The occupancy costs are included in rent expense.

Foreign currency translation

Monetary assets and liabilities are translated at the exchange rate in effect at the balance sheet date. Other assets and liabilities are translated at the rate in effect on the transaction date. Balances appearing in the income statement, except for the cost of inventories and amortization which are translated at the historic rate, are translated at monthly average rates. Exchange gains and losses are included in the income statement.

The company translates EMS USA using the temporal method. Monetary assets and liabilities, and assets and liabilities valued at market, are translated at the exchange rate in effect at the balance sheet date. Other assets and liabilities are translated at the exchange rate in effect at the transaction date. Items appearing in the current year's statement of operations are translated at average year rates, except for the cost of sales and amortization which are translated at historic rates. Exchange gains and losses are included in the statement of operations.

Realized foreign exchange losses during the fiscal year totaled \$179,065 (2021 - \$385,812) and are included in cost of sales.

Foreign exchange forward contracts

The company periodically enters into foreign exchange forward contracts to manage foreign exchange risk associated with anticipated future purchases denominated in foreign currencies. Realized and unrealized gains and losses resulting from changes in the market value of these contracts are recorded in cost of sales. During the year, unrealized gains recorded in cost of sales amounted to \$106,484 (2021 - loss of \$16,111), with a related balance included in accounts payable and accrued liabilities of \$99,931 (2021 - receivable of \$6,553).

Future income taxes

Income taxes are calculated using the future income taxes method. Temporary differences arising from the difference between the tax basis of an asset or liability and its carrying amount on the balance sheet are used to calculate future income tax liabilities or assets. Future income tax liabilities or assets are calculated using the substantively enacted tax rates and laws that are expected to be in effect in the periods that the temporary differences are expected to reverse. The effect of changes in rates is included in earnings in the period which includes the substantive enactment.

Revenue recognition

The company recognizes sales revenue upon delivery of product to customers or their agents, and when collection can be reasonably assured.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

2. Significant accounting policies (continued)

Government assistance

The company recognizes government assistance toward current expenses in the statement of operations. When government assistance received is specified to relate to future expenses, the company defers the assistance and recognizes it in the statement of earnings as the related expenses are incurred. When government assistance relates to the acquisition of property, plant and equipment, the company deducts the assistance from the cost of the related property, plant and equipment. The company has elected to present related expenses net of government assistance.

Use of estimates

The preparation of consolidated financial statements in conformity with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of sales and expenses during the fiscal year. Significant estimates include those related to provisions for inventory obsolescence, allowances for doubtful accounts, and useful lives of property and equipment and related allowances for depreciation. Actual results could differ from these estimates.

3. Prior period adjustment

During the year, management determined that the presentation of the Class C preferred shares was not appropriate. Since the shares were not issued in a tax planning arrangement and are redeemable at the option of the shareholder they must be presented as a financial liability. In addition, the dividends declared on the Class C preferred shares should have been presented as expenses in the same way as interest on a bond and reported in net income.

As a result of the errors, the following financial statement items as at September 30, 2021, were increased (decreased) as follows:

September 30, 2021	Previously reported	Adjustments	Restated
<u>Consolidated Statements of Income and Retained Earnings</u>			
Interest and preferred share dividends	\$ 478,222	\$ 195,000	\$ 673,222
Net loss	(136,674)	(195,000)	(331,674)
Retained earnings, beginning of the year	5,258,289	-	5,258,289
Dividends	(195,000)	195,000	-
Retained earnings, end of the year	4,926,615	-	4,926,615
<u>Consolidated balance sheet</u>			
Preferred shares	\$ -	\$ 3,900,000	\$ 3,900,000
Share capital	3,900,134	(3,900,000)	134

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

4. Inventory	2022	2021
Finished goods	\$ 10,269,986	\$ 7,803,939
Raw materials	1,888,592	1,259,178
Work in progress	203,723	221,288
	<u>\$ 12,362,301</u>	<u>\$ 9,284,405</u>

During the year, a total of \$196,461,828 (2021 - \$156,742,206) of inventories was included in cost of sales as an expense. Inventories held for sale are net of allowances for inventories with costs in excess of net realizable value of \$12,770 (2021 - \$50,712).

Inventory has been pledged as security as part of the general security agreement that secures the bank indebtedness (Note 7).

5. Due from related parties and related party transactions

There are amounts payable to Vanden Broek Holdings of \$43,359 (2021 - receivable of \$111,470), an entity in which the company's sole shareholder holds a position of influence.

There are amounts receivable from 2221013 Ontario Limited of \$763,708 (2021 - payable of \$5,000), an entity in which the company's sole shareholder holds a position of influence.

There are amounts receivable from Sierra Realty of \$1,314,715 (2021 - \$nil), an entity in which the company's sole shareholder holds a position of influence.

The amounts due to and from related parties are non-interest bearing, unsecured and due on demand. All intercompany advances to the company are secured by a general security agreement.

There are other nominal amounts receivable from various related parties totaling \$6,400 (2021 - \$6,400).

Related party transactions are in the normal course of operations and have been measured at the exchange amount which is the amount of consideration established and agreed to by the related parties.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

6. Equipment and leasehold improvements

			<u>2022</u>	<u>2021</u>
	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>	<u>Net Book Value</u>
Mobile equipment	\$ 2,776,987	\$ 120,639	\$ 2,656,348	\$ 274,784
Office furniture and equipment	528,268	344,719	183,549	153,957
Office leasehold improvements	3,401,453	1,517,608	1,883,845	722,325
Computer hardware	471,103	350,521	120,582	101,598
Computer software	1,188,347	677,205	511,142	326,793
Signs	10,392	7,661	2,731	3,714
Telephone system	92,508	69,767	22,741	35,200
Plant equipment	6,042,014	3,074,410	2,967,604	2,978,606
	<u>\$ 14,511,072</u>	<u>\$ 6,162,530</u>	<u>\$ 8,348,542</u>	<u>\$ 4,596,977</u>

Included in equipment and leasehold improvements are assets under capital lease with a cost of \$4,146,156 (2021 - \$1,254,563) and net book value of \$3,617,448 (2021 - \$923,101). Amortization of assets under capital lease amounted to \$261,758 (2021 - \$190,655). Additions to equipment and leasehold improvements in the year totaled \$5,083,248 (2021 - \$1,415,806), of which \$3,073,888 (2021 - \$494,371) was related to assets acquired under a capital lease.

7. Bank indebtedness

The company has certain credit facilities with the Bank of Montreal. The credit facilities have a limit of \$20,000,000, bearing interest at prime plus 0.25%, (5.70% as of September 30, 2022). The credit facilities are available on a revolving basis until the maturity date of October 1, 2025, not to exceed the borrowing base as defined in the agreement.

The credit facilities are secured by a first ranking security interest over all property and assets of the company including a pledge of shares and assignment of material contracts. The debt is guaranteed by all subsidiaries of the company, Vanden Broek Holdings (2008) Inc. and 2185642 Ontario Limited, entities in which the company's sole shareholder holds a position of influence.

Interest on bank indebtedness during the year totaled \$323,104 (2021 - \$295,569).

8. Accounts payable and accrued liabilities

The company did not have any government remittances payable at September 30, 2022 or September 30, 2021.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

9. Preferred shares

The company issued 3,900,000 Class C preferred shares to a related party. The shares are non-voting, non-participating, and redeemable at the option of the holder. The shares are redeemable at \$1 per share and have a cumulative dividend rate of 5%. As these Class C preferred shares were not issued in a tax planning arrangement, they are presented as a financial liability on the consolidated balance sheet with any related dividends declared presented as interest expense rather than as a distribution from equity. The holder of the preferred shares has provided a waiver indicating redemption of 3,600,000 of the Class C preferred shares will not be requested prior to October 1, 2023.

10. Long-term debt

	<u>2022</u>	<u>2021</u>
Term loan A, payable in monthly blended installments of \$3,873, bearing interest at lender's prime rate plus 0.75% per annum (5.45% as at September 30, 2022), due October 2022. Term loan B, payable in monthly blended installments of \$57,369, bearing interest prime rate plus 1.25% per annum (5.45% as at September 30, 2022), due October 2022.	\$ -	\$ 716,257
Less current portion	<u>-</u>	<u>716,257</u>
Due beyond one year	<u>\$ -</u>	<u>\$ -</u>

Long-term debt was fully repaid as at September 30, 2022. Interest on long-term debt during the year totaled \$12,299 (2021 - \$38,813).

Pursuant to the credit facility agreement, also noted in Note 7, the company is subject to financial covenants. The facility agreement was modified September 14, 2022 and the fixed charge coverage ratio was reinstated. As at September 30, 2022, the company was in compliance with the covenant.

11. Promissory note

Promissory note is unsecured, bearing interest at 6.25% per annum. All accrued interest is to be paid quarterly. Principal balance is payable upon maturity, on February 29, 2024.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

12. Obligations under capital lease

Capital leases are recorded at an amount equal to the present value of the lease payments using the interest rate implicit in the lease. The implicit interest rate of these obligations ranges from 4.171% to 8.334% and their expiry dates are from February 2023 to July 2028. The following is a schedule of future minimum lease payments under capital leases.

2023	\$	826,894
2024		742,928
2025		709,084
2026		599,674
2027		514,192
Subsequent years		<u>361,034</u>
Total future minimum lease payments		3,753,806
Less amount representing interest		<u>402,363</u>
Present value of minimum net lease payments		3,351,443
Less current portion		<u>572,386</u>
	\$	<u>2,779,057</u>

Capital lease obligations are secured by the equipment financed. Interest expense on capital lease obligations during the year totaled \$81,049 (2021 - \$55,644)

13. Share capital

	2022	2021 (Restated - Note 3)
	<u> </u>	<u> </u>
Issued		
5,000,000 common shares	\$ <u>134</u>	\$ <u>134</u>

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2022

14. Commitments

The company has commitments under operating leases for the rental of properties and lands, expiring in January 2027, July 2042, September 2024 and September 2023, for the 275 Walker Drive facility, 90 Glover Road facility, 5090 Explorer Drive and Quality Sod Farms lands, respectively. In addition, the company has entered into various agreements to lease office and mobile equipment, expiring on various dates through to fiscal 2027.

In September 2019, the company entered into an agreement to lease a new facility, to be constructed by the lessor at 90 Glover Road. The lease has a 20 year term. The company also entered into a management agreement with a third party that will provide management services at this facility for a period of 11.75 years. At the time the company entered into the management agreement, it received a fee of \$5,000,000, which compensated it for costs incurred related to completing the facility. In fiscal 2022, \$1,571,877 of the fee was recorded as a recovery of costs of goods sold, \$400,000 was recognized as a recovery of operating expenses, and \$654,808 was recognized in other income. The company will recognize \$1,072,181 of the fee in other income over the term of the management agreement. The remaining balance of \$1,301,134 is being recognized as revenue in a related company.

In fiscal 2022, the company began occupying the facility, at which point monthly rents became payable based on an interim lease payment schedule, totaling \$84,061 monthly until May 2023. Upon completion of construction the final amount of the monthly rent payments will be determined. As future rent amounts are not yet determinable, there are no amounts for this newly constructed facility reflected in the minimum lease payments outlined below.

Future minimum lease payments required over the next five fiscal years and thereafter are as follows:

2023	\$ 827,820
2024	817,939
2025	749,069
2026	713,985
2027	<u>238,142</u>
	<u>\$ 3,346,955</u>

15. Financial instruments

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The allowance for doubtful trade accounts receivable at September 30, 2022 is \$32,727 (2021 - \$12,029). Credit risk is mitigated through diligent management of the accounts receivable function, in addition to insurance obtained over receivable balances. The company does not believe it is subject to significant credit risk.

Eastern Meat Solutions Inc.
Notes to the Consolidated Financial Statements
September 30, 2022

15. Financial instruments (continued)**Liquidity risk**

Liquidity risk is the risk that the company will encounter difficulty in meeting the obligations associated with its financial liabilities. The company is exposed to this risk mainly in respect of its long-term debt, obligations under capital leases, bank indebtedness and accounts payable.

Market risk

Market risk is the risk that the fair value or expected future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: interest rate risk, currency risk and other price risk.

(i) Currency risk

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. Some assets are exposed to foreign exchange fluctuation. The company uses forward contracts from time to time in order to hedge its currency risk. As at September 30, 2022, bank indebtedness and cash of \$3,477,349 (2021 - \$1,696,421) and \$2,121,906 (2021 - \$320,782) respectively are denominated in US dollars and converted into Canadian dollars. In addition, accounts receivable and accounts payable of \$3,928,669 (2021 - \$4,171,010) and \$4,567,857 (2021 - \$2,815,310), respectively, are denominated in US dollars and converted into Canadian dollars.

(ii) Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The company's fixed rate financial instruments are subject to interest rate price risk, as the value will fluctuate as a result of changes in market rates. The company's floating rate financial instruments are subject to cash flow risk, as the required cash flows to service the debt will fluctuate as a result of changes in market rates.

(iii) Other price risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices (other than those arising from interest rate risk or currency risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting all similar financial instruments traded in the market. The company is not subject to other price risk.

Eastern Meat Solutions Inc.
Notes to the Consolidated Financial Statements
September 30, 2022

16. Contingencies

In 2015, a former employee filed a claim for damages in the amount of \$1,000,000 for breach of a service agreement between the claimant and the company. The company had filed a counter-claim for damages against the former employee and additional parties in the amount of \$10,000,000 for breach of fiduciary duty and breach of contract. In 2022, the matter was taken to arbitration and a settlement was reached between both parties, resulting in \$1,500,000 being awarded to the company. Amounts were paid in full in the fiscal year, \$1,000,000 was recorded in miscellaneous income and \$500,000 was recorded as a recovery against professional fees. As at September 30, 2022, no further contingency or commitment exists for the company.

This is Exhibit "K" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

Report is not dated

Consolidated Financial Statements

Eastern Meat Solutions Inc.

September 30, 2023

Draft - February 27, 2024, 4:52 PM

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Independent Auditor's Report

To the shareholder of
Eastern Meat Solutions Inc.

Opinion

We have audited the consolidated financial statements of Eastern Meat Solutions Inc., which comprise the consolidated balance sheet as at September 30, 2023, and the consolidated statements of loss and retained earnings and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the company as at September 30, 2023, and the consolidated results of its operations and its consolidated cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Basis for opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's responsibilities for the audit of the consolidated financial statements section of our report. We are independent of the company in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of management and those charged with governance for the consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the company's financial reporting process.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the company to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Mississauga, Canada

Chartered Professional Accountants
Licensed Public Accountants

Eastern Meat Solutions Inc.

Consolidated Statements of Loss and Retained Earnings

Year ended September 30

2023

2022

Sales	\$ 281,055,674	\$ 222,316,799
Cost of sales	<u>258,584,544</u>	<u>207,234,184</u>
Gross profit	<u>22,471,130</u>	<u>15,082,615</u>
Expenses		
Office salaries and commissions	7,964,150	6,211,955
Rent	10,594,514	2,716,676
General and office	2,126,307	1,686,512
Amortization of equipment and leasehold improvements	1,872,714	1,199,889
Management salaries and bonuses	1,658,537	743,770
Interest and preferred share dividends	1,845,026	855,800
Advertising and promotion	783,818	452,822
Insurance	695,865	302,763
Travel and automotive	203,180	218,304
Telephone	94,759	75,286
Bad debts	69,794	58,449
Professional fees	350,495	53,738
Courier	24,407	20,706
(Gain) loss on disposal of equipment and leasehold improvements	-	(16,643)
	<u>28,283,566</u>	<u>14,580,027</u>
Other income (Notes 4 and 12)	<u>1,022,218</u>	<u>1,709,808</u>
(Loss) income before income taxes (recovery)	<u>(4,790,218)</u>	<u>2,212,396</u>
Income taxes (recovery)		
Current	(181,622)	66,126
Future	(1,502,059)	845,077
	<u>(1,683,681)</u>	<u>911,203</u>
Net (loss) income	<u>\$ (3,106,537)</u>	<u>\$ 1,301,193</u>
Retained earnings, beginning of year	\$ 6,227,808	\$ 4,926,615
Net (loss) income	<u>(3,106,537)</u>	<u>1,301,193</u>
Retained earnings, end of year	<u>\$ 3,121,271</u>	<u>\$ 6,227,808</u>

Eastern Meat Solutions Inc.

Consolidated Balance Sheet

September 30

2023

2022

Assets

Current

Cash	\$ 2,633,577	\$ 2,140,891
Accounts receivable	25,315,709	15,286,624
Inventory (Note 3)	20,713,154	12,362,301
Prepaid expenses	2,515,719	3,120,945
Income taxes recoverable	-	13,381
Due from related parties (Note 4)	5,310,910	2,041,464
	<u>56,489,069</u>	<u>34,965,606</u>

Equipment and leasehold improvements (Note 5)	10,801,820	8,348,542
Future income taxes	927,982	-
	<u>\$ 68,218,871</u>	<u>\$ 43,314,148</u>

Liabilities

Current

Bank indebtedness (Note 6)	\$ 21,763,300	\$ 8,396,040
Accounts payable and accrued liabilities (Note 7)	28,226,103	17,101,711
Dividends payable	1,018,750	823,750
Obligations under capital lease (Note 10)	806,093	572,386
Preferred shares (Note 8)	300,000	300,000
Current portion of deferred revenue (Note 12)	97,471	97,471
Current portion of promissory note (Note 9)	1,000,000	-
Current portion of working capital loan (Note 9)	500,000	-
	<u>53,711,717</u>	<u>27,291,358</u>

Promissory note (Note 9)	-	1,000,000
Obligations under capital lease (Note 10)	2,833,934	2,779,057
Future income taxes	-	574,077
Leasehold inducements	4,074,576	867,004
Preferred shares (Note 9)	3,600,000	3,600,000
Deferred revenue (Note 14)	877,239	974,710
	<u>65,097,466</u>	<u>37,086,206</u>

Shareholder's equity

Share capital (Note 11)	134	134
Retained earnings	3,121,271	6,227,808
	<u>3,121,405</u>	<u>6,227,942</u>
	<u>\$ 68,218,871</u>	<u>\$ 43,314,148</u>

On behalf of the board

Director

Director

Eastern Meat Solutions Inc.

Consolidated Statement of Cash Flows

Year ended September 30

2023

2022

Increase (decrease) in cash

Operating

Net (loss) income	\$ (3,106,537)	\$ 1,301,193
Items not affecting cash		
Amortization of equipment and leasehold improvements	1,872,714	1,199,889
(Gain) loss on disposal of equipment and leasehold improvements	-	(16,643)
Deferred revenue recognized	(97,471)	-
Future income taxes	(1,502,059)	845,077
Net accretion of leasehold inducements	3,207,572	448,966
Unrealized (gain) loss on forward contracts	68,078	(106,111)
Preferred share dividend	195,000	195,000
	<u>637,297</u>	<u>3,867,371</u>
Change in non-cash working capital items		
Accounts receivable	(10,029,085)	(873,040)
Inventory	(8,350,853)	(3,077,896)
Prepaid expenses	605,226	(1,338,878)
Income taxes recoverable	13,381	(96,489)
Accounts payable and accrued liabilities	11,052,078	4,690,145
Deferred revenue	-	1,072,181
	<u>(6,071,956)</u>	<u>4,243,394</u>

Financing

Net advances of bank indebtedness	13,367,260	1,554,480
Repayment of long-term debt	-	(716,257)
Proceeds from promissory note	-	1,000,000
Repayment of obligations under capital lease	(689,816)	(490,005)
Proceeds from working capital loan	500,000	-
Net advances to related parties	(3,269,446)	(1,928,594)
	<u>9,907,998</u>	<u>(580,376)</u>

Investing

Purchase of equipment and leasehold improvements	(3,343,356)	(2,009,359)
Proceeds on disposal of equipment and leasehold improvements	-	148,436
	<u>(3,343,356)</u>	<u>(1,860,923)</u>

Increase in cash 492,686 1,802,095

Cash

Beginning of year	<u>2,140,891</u>	<u>338,796</u>
End of year	<u>\$ 2,633,577</u>	<u>\$ 2,140,891</u>

Supplemental cash flow information

Interest paid	\$ 1,314,098	\$ 323,104
Income taxes paid	20,188	162,329

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2023

1. Nature of operations

The Eastern Meat Solutions Inc. consolidated group (the "company") is a private enterprise incorporated under the Business Corporations Act of Ontario on October 1, 2000. The company processes and distributes meat products at the wholesale level.

2. Significant accounting policies

Basis of presentation

These consolidated financial statements include the accounts of Eastern Meat Solutions Inc. and its wholly-owned subsidiaries Sierra Custom Foods Inc., Sierra Supply Chain Services Inc. and EMS USA. All inter-company transactions and balances have been eliminated.

These consolidated financial statements have been prepared in accordance with Canadian accounting standards for private enterprises. Accounting standards for private enterprises require entities to select policies appropriate for their circumstances from choices provided in the specific standards. Following are details of the policies applied by the company in these financial statements.

Financial instruments

Financial assets and financial liabilities obtained in arm's length transactions are initially recognized at fair value when the company becomes a party to the contractual provisions of the financial instrument.

Subsequently, financial instruments are measured at amortized cost, except in the case of foreign currency forward contracts, which are measured at fair value. Changes in the fair value of any financial instruments being subsequently measured at fair value are recognized in net earnings.

Financial instruments from arm's length transactions

Financial assets in arm's length transactions measured at amortized cost include cash, and accounts receivable.

Financial liabilities in arm's length transactions measured at amortized cost include bank indebtedness, accounts payable, obligations under capital lease and promissory note.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2023

2. Significant accounting policies (continued)

Financial instruments (continued)

Transaction costs related to financial instruments measured at fair value are expensed as incurred. Transaction costs related to other financial instruments are added to the carrying value of the asset or netted against the carrying value of the liability and are then recognized over the expected life of the instrument using the straight-line method. Any premium or discount related to an instrument measured at amortized cost is amortized over the expected life of the item using the straight-line method and recognized in net earnings as interest income or expense.

With respect to financial assets measured at cost, amortized cost or their carrying amount, the company recognizes in net earnings an impairment loss, if any, when it determines that significant adverse change has occurred during the period in the expected timing or amount of future cash flows. When the extent of impairment of a previously written-down asset decreases and the decrease can be related to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed in net earnings in the period the reversal occurs.

Financial instruments in related party transactions

Financial assets and financial liabilities in related party transactions are initially measured at cost, with the exception of certain instruments which are initially measured at fair value. The company does not have any financial assets or financial liabilities in related party transactions which are initially measured at fair value.

Gains or losses arising on initial measurement differences are generally recognized in net income when the transaction is in the normal course of operations, and in equity when the transaction is not in the normal course of operations, subject to certain exceptions.

Financial assets and financial liabilities recognized in related party transactions are subsequently measured based on how the company initially measured the instrument. Financial instruments initially measured at cost are subsequently measured at cost, less any impairment for financial assets. Financial instruments initially measured at fair value, would be subsequently measured at amortized cost or fair value based on certain conditions.

Inventory

Inventory for re-sale, consisting primarily of finished goods, is valued at the lower of landed cost and net realizable value using the specific identification method. Processed inventory is valued at the lower of cost and net realizable value with the cost including direct product costs, direct labour, and an allocation of variable and fixed manufacturing overhead. When circumstances that previously caused inventories to have a write-down below cost no longer exist, or when there is clear evidence of an increase in the net realizable value, the amount of a write-down previously recorded is reversed through cost of goods sold.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2023

2. Significant accounting policies (continued)

Equipment and leasehold improvements

Equipment and leasehold improvements are recorded at cost, less amortization and impairment (if any). The company provides for amortization using the following methods at rates designed to amortize the cost of the equipment and leasehold improvements over their estimated useful life. The annual amortization rates and methods are as follows:

Mobile equipment	4-10 years Straight-line
Office furniture and equipment	10 years Straight-line
Office leasehold improvements	term of the related lease
Computer hardware	5 years Straight-line
Computer software	3-8 years Straight-line
Signs	10 years Straight-line
Telephone system	10 years Straight-line
Plant equipment	3-10 years Straight-line

Impairment of long-lived assets

Long-lived assets subject to amortization which are held and used by the company are reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If changes in circumstances indicate that the carrying amount of an asset that an entity expects to hold and use may not be recoverable, future cash flows expected to result from the use of the asset and its disposition must be estimated. If the undiscounted value of the future cash flows is less than the carrying amount of the asset, impairment may be recognized. Impairment is not reversed.

Capital leases

Capital leases are leases where substantially all the risks and benefits incidental to the ownership of the asset, but not the legal ownership, are transferred to the company.

A capital lease is accounted for as an asset as well as an obligation. Accordingly, capital leases are recognized by recording an asset and a liability at the present value of the minimum lease payments, excluding the portion thereof relating to executor costs. However, the maximum value recorded for the asset and obligation will not exceed the leased asset's fair value.

The capitalized value of a depreciable asset is amortized over the lease term. However, if the ownership is to eventually pass to the company, or a bargain purchase option is allowed, the amortization period will be the economic useful life of the asset.

An obligation under a capital lease is similar to a loan. Lease payments are allocated to a reduction of the obligation, interest expense and any related executor costs. The interest expense is calculated using the discount rate used in computing the present value of the minimum lease payments applied to the remaining balance of the obligation.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2023

2. Significant accounting policies (continued)

Leasehold inducements

Leasehold inducements are amortized on a straight-line basis over the term of the lease. The occupancy expense throughout the term of the lease, including the tenant inducement period, is calculated at the average rental cost for the whole lease period, net of the amortization of the tenant inducement benefit. The occupancy costs are included in rent expense.

Foreign currency translation

Monetary assets and liabilities are translated at the exchange rate in effect at the balance sheet date. Other assets and liabilities are translated at the rate in effect on the transaction date. Balances appearing in the income statement, except for the cost of inventories and amortization which are translated at the historic rate, are translated at monthly average rates. Exchange gains and losses are included in the income statement.

The company translates EMS USA using the temporal method. Monetary assets and liabilities, and assets and liabilities valued at market, are translated at the exchange rate in effect at the balance sheet date. Other assets and liabilities are translated at the exchange rate in effect at the transaction date. Items appearing in the current year's statement of operations are translated at average year rates, except for the cost of sales and amortization which are translated at historic rates. Exchange gains and losses are included in the statement of operations.

Realized foreign exchange gains during the fiscal year totaled \$67,640 (2022 - realized loss of \$179,065) and are included in cost of sales.

Foreign exchange forward contracts

The company periodically enters into foreign exchange forward contracts to manage foreign exchange risk associated with anticipated future purchases denominated in foreign currencies. Realized and unrealized gains and losses resulting from changes in the market value of these contracts are recorded in cost of sales. During the year, unrealized losses recorded in cost of sales amounted to \$68,078 (2022 - gain of \$106,484), with a related balance included in accounts payable and accrued liabilities of \$31,853 (2021 - receivable of \$99,931).

Future income taxes

Income taxes are calculated using the future income taxes method. Temporary differences arising from the difference between the tax basis of an asset or liability and its carrying amount on the balance sheet are used to calculate future income tax liabilities or assets. Future income tax liabilities or assets are calculated using the substantively enacted tax rates and laws that are expected to be in effect in the periods that the temporary differences are expected to reverse. The effect of changes in rates is included in earnings in the period which includes the substantive enactment.

Revenue recognition

The company recognizes sales revenue upon delivery of product to customers or their agents, and when collection can be reasonably assured.

Eastern Meat Solutions Inc.
Notes to the Consolidated Financial Statements
September 30, 2023

2. Significant accounting policies (continued)

Government assistance

The company recognizes government assistance toward current expenses in the statement of operations. When government assistance received is specified to relate to future expenses, the company defers the assistance and recognizes it in the statement of earnings as the related expenses are incurred. When government assistance relates to the acquisition of property, plant and equipment, the company deducts the assistance from the cost of the related property, plant and equipment. The company has elected to present related expenses net of government assistance.

Use of estimates

The preparation of consolidated financial statements in conformity with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of sales and expenses during the fiscal year. Significant estimates include those related to provisions for inventory obsolescence, allowances for doubtful accounts, and useful lives of property and equipment and related allowances for depreciation. Actual results could differ from these estimates.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2023

3. Inventory

	<u>2023</u>	<u>2022</u>
Finished goods	\$ 18,053,944	\$ 10,269,986
Raw materials	2,002,388	1,888,592
Work in progress	<u>656,822</u>	<u>203,723</u>
	<u>\$ 20,713,154</u>	<u>\$ 12,362,301</u>

During the year, a total of 235,975,755 (2022 - \$196,461,828) of inventories was included in cost of sales as an expense. Inventories held for sale are net of allowances for inventories with costs in excess of net realizable value of \$170,490 (2022 - \$12,770).

Inventory has been pledged as security as part of the general security agreement that secures the bank indebtedness (Note 6).

4. Due from related parties and related party transactions

There are amounts receivable from Vanden Brook Holdings of \$556,691 (2022 - payable of \$43,359), an entity in which the company's sole shareholder holds a position of influence.

There are amounts receivable from 2221013 Ontario, Limited of \$2,397,975 (2022 - \$763,708), an entity in which the company's sole shareholder holds a position of influence.

There are amounts receivable from Sierra Realty of \$2,349,844 (2022 - \$1,314,715), an entity in which the company's sole shareholder holds a position of influence.

The amounts due to and from related parties are non-interest bearing, unsecured and due on demand. All intercompany advances to the company are secured by a general security agreement.

There are other nominal amounts receivable from various related parties totaling \$6,400 (2022 - \$6,400).

During the year, the Company recorded management fees earned from Sierra Realty of \$960,000 (2022 - \$35,000) as an offset to office salaries and commissions to account for time spent by management to assist with operations.

Related party transactions are in the normal course of operations and have been measured at the exchange amount which is the amount of consideration established and agreed to by the related parties.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2023

5. Equipment and leasehold improvements

			<u>2023</u>	<u>2022</u>
	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>	<u>Net Book Value</u>
Mobile equipment	\$ 3,467,330	\$ 468,057	\$ 2,999,273	\$ 2,656,348
Office furniture and equipment	658,568	437,769	220,799	183,549
Office leasehold improvements	4,928,469	1,870,018	3,058,451	1,883,845
Computer hardware	627,616	444,604	183,012	120,582
Computer software	1,327,074	839,894	487,180	511,142
Signs	10,392	8,643	1,749	2,731
Telephone system	92,508	82,149	10,359	22,741
Plant equipment	7,720,871	3,879,874	3,840,997	2,967,604
	<u>\$ 18,832,828</u>	<u>\$ 8,031,008</u>	<u>\$ 10,801,820</u>	<u>\$ 8,348,542</u>

Included in equipment and leasehold improvements are assets under capital lease with a cost of \$5,083,785 (2022 - \$4,146,156) and net book value of \$4,017,659 (2022 - \$3,617,448). Amortization of assets under capital lease amounted to \$525,815 (2022 - \$261,758). Additions to equipment and leasehold improvements in the year totaled \$4,670,079 (2022 - \$5,083,248), of which \$978,400 (2022 - \$3,073,888) was related to assets acquired under a capital lease.

6. Bank indebtedness

The company has certain credit facilities with the Bank of Montreal. The credit facilities have a limit of \$25,000,000 (2022 - \$20,000,000), bearing interest at prime plus 0.25%, (7.45% as of September 30, 2023). The credit facilities are available on a revolving basis until the maturity date of October 1, 2025, not to exceed the borrowing base as defined in the agreement.

The credit facilities are secured by a first ranking security interest over all property and assets of the company including a pledge of shares and assignment of material contracts. The debt is guaranteed by all subsidiaries of the company, Vanden Broek Holdings (2008) Inc. and 2185642 Ontario Limited, entities in which the company's sole shareholder holds a position of influence.

Pursuant to the credit facility agreement, the Company is subject to financial covenants. As at September 30, 2023, the company was not in compliance with the covenant. Bank indebtedness is presented as a current liability.

Interest on bank indebtedness during the year totaled \$1,314,098 (2022 - \$323,104).

7. Accounts payable and accrued liabilities

The company did not have any government remittances payable at September 30, 2023 or September 30, 2022.

Eastern Meat Solutions Inc.
Notes to the Consolidated Financial Statements
September 30, 2023

8. Preferred shares

The company issued 3,900,000 Class C preferred shares to a related party. The shares are non-voting, non-participating, and redeemable at the option of the holder. The shares are redeemable at \$1 per share and have a cumulative dividend rate of 5%. As these Class C preferred shares were not issued in a tax planning arrangement, they are presented as a financial liability on the consolidated balance sheet with any related dividends declared presented as interest expense rather than as a distribution from equity. The holder of the preferred shares has provided a waiver indicating redemption of 3,600,000 of the Class C preferred shares will not be requested prior to October 1, 2024.

9. Promissory note

Promissory note is unsecured, bearing interest at 6.25% per annum. All accrued interest is to be paid quarterly. Principal balance is payable upon maturity, on February 29, 2024.

Working capital loan is unsecured, non-interest bearing. Principal balance is payable on September 30, 2024.

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Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2023

10. Obligations under capital lease

Capital leases are recorded at an amount equal to the present value of the lease payments using the interest rate implicit in the lease. The implicit interest rate of these obligations ranges from 4.171% to 8.334% and their expiry dates are from October 2023 to January 2029. The following is a schedule of future minimum lease payments under capital leases.

2024	\$ 988,874
2025	1,040,681
2026	758,753
2027	661,361
2028	451,943
Subsequent years	<u>29,689</u>
Total future minimum lease payments	3,931,301
Less amount representing interest	<u>291,274</u>
Present value of minimum net lease payments	3,640,027
Less current portion	<u>806,093</u>
	<u>\$ 2,833,934</u>

Capital lease obligations are secured by the equipment financed. Interest expense on capital lease obligations during the year totaled \$209,859 (2022 - \$81,049)

11. Share capital	2023	2022
Issued		
5,000,000 common shares	<u>\$ 134</u>	<u>\$ 134</u>

12. Commitments

The company has commitments under operating leases for the rental of properties and lands, expiring in January 2027, July 2042, and September 2024 for the 275 Walker Drive facility, 90 Glover Road facility, 5090 Explorer Drive, respectively. In addition, the company has entered into various agreements to lease office and mobile equipment, expiring on various dates through to fiscal 2028.

In September 2019, the company entered into an agreement to lease a new facility, to be constructed by the lessor at 90 Glover Road. The lease has a 20 year term. The company also entered into a management agreement with a third party that will provide management services at this facility for a period of 11.75 years. At the time the company entered into the management agreement, it received a fee of \$5,000,000, which compensated it for costs incurred related to completing the facility. A portion of this fee is recognized into other income over the life of the management services term. The Company recognized \$89,406 (2022 - \$654,788) of the fee in other income during the year.

Eastern Meat Solutions Inc.

Notes to the Consolidated Financial Statements

September 30, 2023

12. Commitments (continued)

2024	\$ 7,406,329
2025	7,300,168
2026	7,265,084
2027	6,789,241
2028	6,606,266
Thereafter	<u>113,870,229</u>
	<u>\$ 149,237,317</u>

13. Financial instruments

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The allowance for doubtful trade accounts receivable at September 30, 2023 is \$100,786 (2022 - \$32,727). Credit risk is mitigated through diligent management of the accounts receivable function, in addition to insurance obtained over receivable balances. The company does not believe it is subject to significant credit risk.

Liquidity risk

Liquidity risk is the risk that the company will encounter difficulty in meeting the obligations associated with its financial liabilities. The company is exposed to this risk mainly in respect of its long-term debt, obligations under capital leases, bank indebtedness and accounts payable.

Market risk

Market risk is the risk that the fair value or expected future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: interest rate risk, currency risk and other price risk.

(i) Currency risk

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. Some assets are exposed to foreign exchange fluctuation. The company uses forward contracts from time to time in order to hedge its currency risk. As at September 30, 2023, bank indebtedness and cash of \$2,511,182 (2022 - \$3,477,349) and \$1,600,749 (2022 - \$2,121,906) respectively are denominated in US dollars and converted into Canadian dollars. In addition, accounts receivable and accounts payable of \$6,325,303 (2022 - \$3,928,669) and \$7,094,108 (2022 - \$4,567,857), respectively, are denominated in US dollars and converted into Canadian dollars.

Eastern Meat Solutions Inc.
Notes to the Consolidated Financial Statements
September 30, 2023

13. Financial instruments (continued)

Market risk (continued)

(ii) Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The company's fixed rate financial instruments are subject to interest rate price risk, as the value will fluctuate as a result of changes in market rates. The company's floating rate financial instruments are subject to cash flow risk, as the required cash flows to service the debt will fluctuate as a result of changes in market rates.

(iii) Other price risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices (other than those arising from interest rate risk or currency risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting all similar financial instruments traded in the market. The company is not subject to other price risk.

This is Exhibit "L" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

Sierra Group of Companies

YTD March 2024

Actual vs. Budget Income Statement Analysis

	Actual YTD March24					Budget YTD March24					Actual YTD March23			
Particulars	Sierra Market & Processing	Sierra Cold	Total	% to Revenue	Sierra Market & Processing	Sierra Cold	Total	% to Revenue	Sierra Market & Processing	Sierra Cold	Total	% to Revenue		
Sales Qty (kgs)	27,214,691		27,214,691		34,986,686		34,986,686		28,348,213		28,348,213			
Avg Closing Position (pallets)		29,476	29,476			41,559	41,559			24,827	24,827			
Revenue	\$139,747,407	\$8,231,015	\$147,978,421		\$171,884,226	\$11,849,547	\$183,733,773		\$107,778,805	\$6,409,954	\$114,188,759			
SP per unit	\$5.13	\$46.54			\$4.91	\$47.52			\$3.80	\$43.03				
Cost of Sales	\$129,202,117	\$3,195,279	\$132,397,396		\$155,578,933	\$3,935,626	\$159,514,559		\$97,670,715	\$2,593,071	\$100,263,786			
COS per unit	\$4.75	\$18.07			\$4.45	\$15.78			\$3.45	\$17.41				
Gross Margin	\$10,545,290	\$5,035,736	\$15,581,026	10.5%	\$16,305,292	\$7,913,922	\$24,219,214	13.2%	\$10,108,090	\$3,816,882	\$13,924,973	12.2%		
GM per unit	\$0.39	\$28.47			\$0.47	\$31.74			\$0.36	\$25.62				
Variable Operating Expense	\$6,110,974	\$0	\$6,110,974	4.1%	\$7,125,690	\$0	\$7,125,690	3.9%	\$5,327,325	\$0	\$5,327,325	4.7%		
Selling Expense	\$289,118	\$431	\$289,549	0.2%	\$407,000	\$7,967	\$414,967	0.2%	\$246,398	\$4,646	\$251,044	0.2%		
Administration Expense	\$6,051,572	\$5,868,498	\$11,920,070	8.1%	\$6,968,443	\$5,903,579	\$12,872,022	7.0%	\$4,243,022	\$4,876,395	\$9,119,417	8.0%		
Financial Expense	\$1,011,314	\$43,434	\$1,054,748	0.7%	\$891,583	\$32,495	\$924,078	0.5%	\$692,547	\$15,318	\$707,865	0.6%		
Total Variable, S&D and Admin Cost	\$13,462,978	\$5,912,363	\$19,375,341	13.1%	\$15,392,716	\$5,944,041	\$21,336,757	11.6%	\$10,509,292	\$4,896,360	\$15,405,652	13.5%		
S&D and Admin per unit	\$0.49	\$33.43			\$0.44	\$23.84			\$0.37	\$32.87				
Net Income/(Loss)	(\$2,917,688)	(\$876,627)	(\$3,794,315)	-2.6%	\$912,576	\$1,969,881	\$2,882,457	1.6%	(\$401,202)	(\$1,079,477)	(\$1,480,679)	-1.3%		
Net Income/(loss) per unit	(\$0.11)	(\$4.96)			\$0.03	\$7.90			(\$0.01)	(\$7.25)				
Provision for Income Taxes (Refund)	\$0	\$0	\$0	0.0%	\$0	\$605,720	\$605,720	0.3%	\$0	\$0	\$0	0.0%		
Net Income/(Loss)	(\$2,917,688)	(\$876,627)	(\$3,794,315)	-2.6%	\$912,576	\$1,364,161	\$2,276,737	1.2%	(\$401,202)	(\$1,079,477)	(\$1,480,679)	-1.3%		
Net Income/(loss) per unit	(\$0.11)	(\$4.96)			\$0.03	\$5.47			(\$0.01)	(\$7.25)				
Tax, Depreciation, and Dividend	\$796,163	\$416,171	\$1,212,334	0.8%	\$691,267	\$1,041,784	\$1,733,051	0.9%	\$541,823	\$291,414	\$833,237	0.7%		
Interest & Depreciation per unit	\$0.03	\$2.35			\$0.02	\$4.18			\$0.02	\$1.96				
EBTDA	(\$2,121,525)	(\$460,456)	(\$2,581,981)	-1.7%	\$1,603,843	\$2,405,944	\$4,009,787	2.2%	\$140,621	(\$788,063)	(\$647,442)	-0.6%		
EBTDA per unit	(\$0.08)	(\$2.60)			\$0.05	\$9.65			\$0.00	(\$5.29)				
Interest and Financing Cost	\$896,631	\$126,776	\$1,023,407	0.7%	\$810,540	\$135,491	\$946,030	0.5%	\$563,037	\$95,543	\$658,580	0.6%		
Interest & Finance cost per unit	\$0.03	\$0.72			\$0.02	\$0.54			\$0.02	\$0.64				
EBITDA	(\$1,224,895)	(\$333,680)	(\$1,558,574)	-1.1%	\$2,414,383	\$2,541,435	\$4,955,818	2.7%	\$703,658	(\$692,520)	\$11,138	0.0%		
EBITDA per unit	(\$0.05)	(\$1.89)			\$0.07	\$10.19			\$0.02	(\$4.65)				

4

	Revenue			Gross Profit			EBTDA		
MOJO YTD	MOJO	ACTUAL	%Acheived	MOJO	ACTUAL	%Acheived	MOJO	ACTUAL	%Acheived
Sierra COLD	\$11.85	\$8.23	69%	\$7.91	\$5.04	64%	\$2.41	\$0.46	-19%
Sierra PROCESSING	\$82.85	\$67.04	81%	\$6.64	\$3.37	51%	\$0.54	\$2.00	-367%
Sierra MARKET	\$89.04	\$72.71	82%	\$5.55	\$3.86	69%	\$1.06	\$0.12	-12%
Total Sierra Group of Companies	\$183.73	\$147.98	81%	\$20.11	\$12.26	61%	\$4.01	\$2.58	-64%

Sierra COLD

Actual vs. Budget Income Statement Analysis

March 2024

Particulars	ACTUAL FY 2023-24		BUDGET FY 2023-24		ACTUAL FY 2022-23	
Closing Pallets Postion	32,609		41,559		29,532	
Revenue	\$1,337,334		\$1,974,925		\$1,281,730	
Revenue per Pallet	\$41.01		\$47.52		\$43.40	
Cost of Sale	\$647,301	48.4%	\$655,938	33.2%	\$502,974	39.2%
COS per Pallet	\$19.85		\$15.78		\$17.03	
Gross Margin	\$690,033	51.6%	\$1,318,987	66.8%	\$778,755	60.8%
GM per Pallet	\$21.16		\$31.74		\$26.37	
Selling Expense	\$0	0.0%	\$1,328	0.1%	\$0	0.0%
Administration Expense	\$1,072,562	80.2%	\$983,930	49.8%	\$882,998	68.9%
Financial Expense	\$6,437	0.5%	\$5,416	0.3%	\$3,299	0.3%
Total S&D and Admin Cost	\$1,078,999	80.7%	\$990,673	50.2%	\$886,298	69.1%
S&D and Admin per Pallet	\$33.09		\$23.84		\$30.01	
Net Income/(Loss)	(\$388,965)	-29.1%	\$328,314	16.6%	(\$107,542)	-8.4%
Net Income/(loss) per Pallet	(\$11.93)		\$7.90		(\$3.64)	
Provision for Income Taxes (Refund)	\$0	0.0%	\$100,953		\$0	
Net Income/(Loss)	(\$388,965)	-29.1%	\$227,360	11.5%	(\$107,542)	-8.4%
Net Income/(loss) per Pallet	(\$11.93)		\$5.47		(\$3.64)	
Tax, Depreciation, and Amort.	\$67,648	5.1%	\$173,631	8.8%	\$52,169	4.1%
Tax, Depreciation per Pallet	\$2.07		\$4.18		\$1.77	
EBTDA*	(\$321,317)	-24.0%	\$400,991	20.3%	(\$55,374)	-4.3%
EBTDA per Pallet	(\$9.85)		\$9.65		(\$1.88)	
Interest	\$20,735	1.6%	\$22,582	1.1%	\$19,190	1.5%
Interest Cost per Pallet	\$0.64		\$0.54		\$0.65	
EBITDA	(\$300,582)	-22.5%	\$423,572	21.4%	(\$36,184)	-2.8%
EBITDA per Pallet	(\$9.22)		\$10.19		(\$1.23)	

EBTDA* after adjusting \$45K S&W cost shared from Sierra MARKET

Sierra Market

Actual vs. Budget Income Statement Analysis

YTD March 2024

Particulars	ACTUAL FY 2022-23		BUDGET FY 2022-23		ACTUAL FY 2021-22	
Sales Qty (kgs)	17,665,521		23,585,818		20,243,092	
Revenue	\$72,705,576		\$89,037,532		\$53,683,007	
SP per unit	\$4.12		\$3.78		\$2.65	
Cost of Sale	\$68,849,428	94.7%	\$83,483,774	93.8%	\$50,770,934	94.6%
COS per unit	\$3.90		\$3.54		\$2.51	
Gross Margin	\$3,856,148	5.3%	\$5,553,758	6.2%	\$2,912,072	5.4%
GM per unit	\$0.22		\$0.24		\$0.14	
Selling Expense	\$240,490	0.3%	\$356,000	0.4%	\$198,073	0.4%
Administration Expense	\$3,276,266	4.5%	\$3,742,911	4.2%	\$2,157,952	4.0%
Financial Expense	\$659,114	0.9%	\$589,087	0.7%	\$472,980	0.9%
Total S&D and Admin Cost	\$4,175,870	5.7%	\$4,687,998	5.3%	\$2,829,004	5.3%
S&D and Admin per unit	\$0.24		\$0.20		\$0.14	
Net Income/(Loss)	(\$319,722)	-0.4%	\$865,760	1.0%	\$83,068	0.2%
Net Income/(loss) per unit	(\$0.02)		\$0.04		\$0.00	
Provision for Income Taxes (Refund)	\$0	0.0%	\$0	0.0%	\$0	0.0%
Net Income/(Loss)	(\$319,722)	-0.4%	\$865,760	1.0%	\$83,068	0.2%
Net Income/(loss) per unit	(\$0.02)		\$0.04		\$0.00	
Tax, Depreciation, and Dividend	\$197,584	0.3%	\$193,267	0.2%	\$82,490	0.2%
Tax, Depreciation, and Dividend per unit	\$0.01		\$0.01		\$0.00	
EBTDA*	(\$122,138)	-0.2%	\$1,059,027	1.2%	\$165,558	0.3%
EBTDA per unit	(\$0.01)		\$0.04		\$0.01	
Interest and Financing Cost	\$516,227	0.7%	\$450,144	0.5%	\$325,412	0.6%
Interest expense per unit	\$0.03		\$0.02		\$0.02	
EBITDA	\$394,090	0.5%	\$1,509,171	1.7%	\$490,970	0.9%
EBITDA per unit	\$0.02		\$0.06		\$0.02	

EBTDA* after adjusting [a] S&W cost shared with Processing \$1066k, and Cold \$268k and [b] Interest & finance cost shared with Processing \$344k at 40% of total interest expense.

Sierra Processing

Actual vs. Budget Income Statement Analysis

YTD March 2024

Particulars	ACTUAL FY 2023-24		BUDGET FY 2023-24		ACTUAL FY 2022-23	
Sales Qty (kgs)	9,549,170		11,400,868		8,105,121	
Revenue	\$67,041,830		\$82,846,693		\$54,095,799	
SP per unit	\$7.02		\$7.27		\$6.67	
Cost of Sales (Standard)	\$63,669,148	95.0%	\$76,207,197	92.0%	\$49,015,943	90.6%
COS per unit	\$6.67		\$6.68		\$6.05	
Gross Margin (Standard)	\$3,372,682	5.0%	\$6,639,496	8.0%	\$5,079,856	9.4%
Standard GM per unit	\$0.35		\$0.58		\$0.63	
Manufacturing Var & OH Recovery	(\$3,316,459)	-4.9%	(\$4,112,038)	-5.0%	(\$2,116,162)	-3.9%
Mfg Var & OH Recovery per unit	(\$0.35)		(\$0.36)		(\$0.26)	
Gross Margin (Actual)	\$6,689,141	10.0%	\$10,751,534	13.0%	\$7,196,018	13.3%
GM per unit	\$0.70		\$0.94		\$0.89	
Variable Operating Expense	\$6,110,974	9.1%	\$7,125,690	8.6%	\$5,327,325	9.8%
Selling Expense	\$48,628	0.1%	\$51,000	0.1%	\$48,326	0.1%
Administration Expense	\$2,775,306	4.1%	\$3,225,532	3.9%	\$2,085,070	3.9%
Financial Expense	\$352,200	0.5%	\$302,496	0.4%	\$219,567	0.4%
Total Variable, S&D and Admin Cost	\$9,287,108	13.9%	\$10,704,718	12.9%	\$7,680,288	14.2%
S&D and Admin per unit	\$0.97		\$0.94		\$0.95	
Net Income/(Loss)	(\$2,597,966)	-3.9%	\$46,816	0.1%	(\$484,270)	-0.9%
Net Income/(loss) per unit	(\$0.27)		\$0.00		(\$0.06)	
Provision for Income Taxes (Refund)	\$0	0.0%	\$0	0.0%	\$0	0.0%
Net Income/(Loss)	(\$2,597,966)	-3.9%	\$46,816	0.1%	(\$484,270)	-0.9%
Net Income/(loss) per unit	(\$0.27)		\$0.00		(\$0.06)	
Tax, Depreciation, and Amortization	\$598,579	0.9%	\$498,000	0.6%	\$459,333	0.8%
Tax & Depreciation per unit	\$0.06		\$0.04		\$0.06	
EBTDA	(\$1,999,388)	-3.0%	\$544,816	0.7%	(\$24,937)	0.0%
EBTDA per unit	(\$0.21)		\$0.05		(\$0.00)	
Interest	\$380,403	0.6%	\$360,396	0.4%	\$237,624	0.4%
Interest per Unit	\$0.04		\$0.03		\$0.03	
EBITDA	(\$1,618,984)	-2.4%	\$905,212	1.1%	\$212,688	0.4%
EBITDA per unit	(\$0.17)		\$0.08		\$0.03	

EBTDA* after adjusting [a] S&W cost shared from Market \$704k, and [b] Interest & finance cost \$240k shared from Market at 40% of total interest expense \$601k.

This is Exhibit "M" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of September 14, 2022

Among

EASTERN MEAT SOLUTIONS INC.

as Borrower

and

certain affiliates of the Borrower

as Guarantors

and

BANK OF MONTREAL

as Lender

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This second amended and restated credit agreement is made as of September 14, 2022

A M O N G

EASTERN MEAT SOLUTIONS INC.

as Borrower

and

CERTAIN AFFILIATES OF THE BORROWER

as Guarantors

and

BANK OF MONTREAL

as Lender

RECITALS:

- A. The parties hereto (and/or their respective predecessor corporations as applicable), including without limitation Eastern Meat Solutions Inc., as the borrower thereunder, are parties to a credit agreement dated as of September 13, 2013, as amended (the “**2013 Credit Agreement**”).
- B. The parties to the 2013 Credit Agreement subsequently entered into an amended and restated credit agreement dated as of June 30, 2016 (as amended, the “**2016 Credit Agreement**”) pursuant to which, among other things, Sierra Custom Foods Inc. became a borrower and a guarantor thereunder. The 2013 Credit Agreement and the 2016 Credit Agreement are referred to, collectively, as the “**Original Credit Agreement.**”
- C. Sierra Madras Holdings Inc. (Ontario corporation number 1466725), a guarantor under the 2013 Credit Agreement, amalgamated with Signature Service Realty Inc. effective April 1, 2016 in order to form Sierra Madras Holdings Inc. (Ontario corporation number 1953026), the continuing entity which remained a guarantor under the 2013 Credit Agreement and the 2016 Credit Agreement. Sierra Madras Holdings Inc. (Ontario corporation number 1953026), a guarantor under the Original Credit Agreement, subsequently amalgamated with Sierra Realty Corporation (Ontario corporation number 2718217) effective January 31, 2022 in order to form Sierra Realty Corporation (Ontario corporation number 1000100075), the continuing entity which remains a guarantor under the Original Credit Agreement. The Lender will, either immediately prior to or contemporaneously with the execution of this Agreement, execute a release in favour of Sierra Realty Corporation in respect of its obligations under and in connection with the Original Credit Agreement.
- D. Each of the Master Lease Facility and the Term Facility under the Original Credit Agreement has been repaid in full and Eastern Meat Solutions Inc. and its various Affiliates desire to amend and restate the Original Agreement in its entirety in order to, among other

things, remove Sierra Custom Foods Inc. as a borrower thereunder, extend the maturity date in respect of the credit facilities and amend certain other terms and conditions as set out herein. For greater certainty, as a result of the recent repayment in full of the Term Facility under the Original Credit Agreement immediately prior to the date hereof, all of the language contained in this Agreement with respect to the Term Facility is no longer applicable in the circumstances as the Term Facility has been repaid in full and there is no more Commitment being made available by the Lender in respect of the Term Facility.

- E. The Lender, the Borrower and the Guarantors wish to make amendments to and restate the terms of the Original Agreement in its entirety in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto make the following agreements.

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

In this Agreement, the following terms shall have the following meanings, unless the context expressly or by necessary implication requires otherwise:

“Acceptable A/R Insurance” means accounts receivable insurance issued by an insurer satisfactory to the Lender at all times, in the exercise of its reasonable discretion, and administered by a broker satisfactory to the Lender at all times, in the exercise of its reasonable discretion, and in an amount and upon terms satisfactory to the Lender at all times, in the exercise of its reasonable discretion, in respect of which the Borrower has assigned in favour of the Lender all proceeds payable thereunder and such insurer has provided a written acknowledgement to the Lender, including an agreement to pay the proceeds of such accounts receivable insurance policy directly to the Lender. For greater certainty, the Lender acknowledges and agrees that, as of the Closing Date, Euler Hermes is an insurer which is satisfactory to the Lender.

“Accommodation” means any Advance made by way of Loan, issuance of a Letter of Credit, MasterCard Advance, or Hedging Arrangement.

“Accommodations Outstanding” means, at any particular date of determination, (i) with respect to any particular Facility, the aggregate outstanding amount of all Accommodations made under such Facility as of such date, and (ii) with respect to all Facilities, the aggregate outstanding amount of all Accommodations made under all Facilities as of such date, including the Aggregate Revolver Outstandings, the Aggregate Actual Hedge Exposure, the outstanding Principal Amount of the Term Facility, one hundred percent (100%) of the aggregate undrawn face amount of all outstanding Letters of Credit issued under the LC Facility and the aggregate amount of any unpaid reimbursement obligations in respect of Letters of Credit outstanding under the LC Facility.

“Accordion Option” has the meaning ascribed thereto in Section 2.12.

“Actual Hedge Exposure” means, with respect to any particular Hedging Arrangement, the amount owing pursuant thereto (in Canadian Dollars, or the Exchange Equivalent thereof if such amount is owing in US Dollars), if any, by any Credit Party in the event of a default or termination thereunder, determined in accordance with the terms of the applicable Hedging Arrangement.

“Additional Compensation” has the meaning set forth in Section 3.16.

“Adjusted Term SOFR” means the interest rate per annum equal to the greater of (i) 0%, and (ii) (a) for an Interest Period of 1 month, Term SOFR plus 0.11448%; (b) for an Interest Period of 3 months, Term SOFR plus 0.26161%; and (c) for an Interest Period of 6 months, Term SOFR plus 0.42826%.

“Adjust Term SOFR Loan” means a Loan that bears interest at a rate based upon Adjusted Term SOFR.

“Adjusted Term SOFR Margin” means 2.00% per annum.

“Advance” means an extension of credit under any Facility by the Lender to the Borrower.

“Affiliate” means, with respect to any particular Person, any other Person that directly or indirectly Controls (including any member of the senior management group of such Person), is Controlled by, or is under common Control with, such Person, or which owns, directly or indirectly, not less than 5% of the outstanding Equity Interests of such Person.

“Aggregate Actual Hedge Exposure” means, as of any particular date of determination, the aggregate amount of the Actual Hedge Exposure under all Hedging Arrangements.

“Aggregate Deemed Hedge Exposure” means, as of any particular date of determination, the aggregate of (a) the Deemed Hedge Exposure for all Hedging Arrangements made in Canadian Dollars, plus (b) the Exchange Equivalent in Canadian Dollars of the Deemed Hedge Exposure for all Hedging Arrangements made in US Dollars.

“Aggregate Revolver Outstandings” means, as of any particular date of determination, the aggregate of (a) the aggregate outstanding Principal Amount of all Revolving Loans, plus (b) one hundred percent (100%) of the aggregate undrawn face amount of all outstanding Letters of Credit under the Revolving Facility, plus (c) the aggregate amount of any unpaid reimbursement obligations in respect of Letters of Credit under the Revolving Facility, plus (d) the aggregate negative mark to market exposure as determined by the Lender for all outstanding Hedging Arrangements, plus (e) the MasterCard Limit, plus (f) all other Obligations for Bank Products owing in Canadian Dollars (excluding MasterCard Advances). If any such amount is in US Dollars, for purposes of this definition, such amount shall be the Exchange Equivalent in Canadian Dollars.

“Agreement” means this second amended and restated credit agreement, including all Schedules and Exhibits hereto, together with all amendments, renewals, supplements,

variations, restatements, amendments and restatements or replacements hereof from time to time hereafter, made in accordance with the terms hereof.

“Applicable Law” means, at any particular time in respect of any particular Person, property, transaction or event, all laws, statutes, regulations, treaties, judgments and decrees applicable to that Person, property, transaction or event (whether or not having the force of law) and all applicable requirements, requests, official directives, consents, approvals, authorizations, guidelines, decisions, rules, orders and policies of any Governmental Authority having or purporting to have authority over such Person, property, transaction or event.

“Applicable Margin” means the Base Rate Margin, Prime Rate Margin, Adjusted Term SOFR Margin, CDOR Margin or Letter of Credit Fee, as applicable.

“Assignee” has the meaning set forth in Section 17.1(2).

“Associate” has the meaning given to such term in the *Business Corporations Act* (Ontario), as in effect on the Closing Date.

“Audited Financial Statements” means, in respect of any particular Fiscal Year, the audited consolidated and consolidating balance sheet of the Borrower Group as at the last day of such Fiscal Year and the related audited consolidated and consolidating income statements, cash flow statements and changes in shareholders’ equity for such Fiscal Year and the accompanying notes thereto, all prepared in accordance with GAAP and setting forth in each case, in comparative form, figures for the corresponding period in the preceding Fiscal Year, all in reasonable detail and fairly presenting in all material respects the financial position and the results of operations of the Borrower and each other Credit Party as at the date thereof and for the Fiscal Year then ended, certified by the Auditor.

“Auditor” means Grant Thornton LLP or any other independent chartered accounting firm selected by the Borrower that is of national standing or is otherwise acceptable to the Lender.

“Authorized Representative” means, with respect to any Person that is not an individual, the chief executive officer, chief financial officer or president of such Person (or a Person in a similar capacity with respect to non-corporate entities).

“Bank Products” means (a) all products and services provided under or in connection with any agreement or other Credit Document executed by the Borrower or any other Credit Party or any Affiliate of the Borrower in respect of Cash Management Obligations, (b) to the extent not otherwise included in the foregoing, all other types of banking products, services and facilities (other than Letters of Credit, Hedging Arrangements and MasterCard Advances to be provided in accordance with this Agreement) that are provided to the Borrower by the Lender (including without limitation leasing facilities or lease finance facilities), or any Person that was an Affiliate of the Lender at the time at which such Person agreed to provide such services, products or facilities.

“Base Rate” means, on any particular date of determination, the fluctuating rate per annum equal to the higher of (a) the rate of interest per annum publicly announced from time to time by the Lender as its reference rate used for determining rates on US Dollar denominated commercial loans made by it in Canada and (b) the Federal Funds Rate in effect on such day plus 100 Basis Points per annum, provided that, if at any time the Base Rate determined as above would be less than zero, the Base Rate shall be deemed to be equal to zero.

“Base Rate Loan” means, a Loan that bears interest at a rate based upon the Base Rate.

“Base Rate Margin” means 0.50% per annum.

“Basis Point” means one one-hundredth of one percent (.01%).

“Borrower” means EMS.

“Borrower Group” means the Borrower and each other Person that now is or hereafter becomes a Credit Party.

“Borrower’s Account” means any account of the Borrower maintained at the Branch of Account or at any other branch of the Lender.

“Borrowing Base” means, as of any particular date of determination, an amount equal (without duplication) to the aggregate of:

- (a) 85% of the Value of all Eligible Receivables other than Insured Receivables and other than Investment Grade Receivables provided, however, that the lending value availability attributable to Eligible Receivables in respect of storage and rental charges owing to a Credit Party shall not at any time exceed \$500,000; plus
- (b) 90% of the Value of all Insured Receivables; plus
- (c) 90% of the Value of all Investment Grade Receivables; plus
- (d) the lesser of, during the period from December 1 of each calendar year to May 31 of each subsequent calendar year, (i) 90% of the Net Orderly Liquidation Value of Eligible Inventory, and (ii) 70% of the lower of cost (on a first-in, first-out basis consistent with GAAP) and the market value of Eligible Inventory at such time; plus;
- (e) the lesser of, during the period from June 1 to November 30 of each calendar year, (i) 85% of the Net Orderly Liquidation Value of Eligible Inventory, and (ii) 65% of the lower of cost (on a first-in, first-out basis consistent with GAAP) and the market value of Eligible Inventory at such time; plus;
- (f) 100% of the amount of cash held in EMS’ bank accounts maintained with the Lender which are subject to a blocked account agreement satisfactory to the Lender; minus;

- (g) all Reserves (other than Priority Payables); minus
- (h) all Priority Payables.

“Borrowing Base Certificate” means a Certificate executed by an Authorized Representative of the Borrower, substantially in the form of Exhibit “A”.

“Branch of Account” means the branch of the Lender located at First Canadian Place, Toronto, Ontario or such other branch in Canada as the Lender may advise the Borrower in writing from time to time.

“Business Day” means any day on which the Lender is open for over-the-counter business in Toronto, Ontario, excluding Saturday, Sunday and any other day that is a statutory holiday in Toronto, Ontario and, with respect to Adjusted Term SOFR Loans, means a U.S. Government Securities Business Day.

“Business Plan” means, with respect to any particular Fiscal Year, the business plan of the Borrower and each other Credit Party for such Fiscal Year (including any amendments thereto from time to time approved by the Lender), prepared on an unconsolidated basis for each Credit Party and on a consolidated basis for the Borrower Group, and including a projected income statement, balance sheet, statement of cash flows, projected monthly borrowing base calculations, listing of proposed Capital Expenditures, and financial covenant calculations for such Fiscal Year on a month-to-month basis, and such other information as is requested by the Lender, all in form and content satisfactory to the Lender.

“Canadian Credit Party” means any Credit Party organized and existing under the federal laws of Canada or any province or territory thereof.

“Canadian Dollar Equivalent” means, as at any particular date of determination with respect to any amount denominated in US Dollars, the Exchange Equivalent in Canadian Dollars of such amount on such date.

“Canadian Dollars”, “\$”, “Cdn\$” and “C\$” each refer to the lawful money of Canada.

“Canadian Pension Plans” means, with respect to any Credit Party, all plans or arrangements that are considered to be pension plans (for the purposes of any applicable pension benefits or tax statute or regulation in Canada) established, maintained or contributed to by such Credit Party for any of its employees or former employees.

“Capital Expenditure” means, for any particular period, with respect to any particular Credit Party, any expenditure made by such Credit Party during such period in connection with the acquisition, improvement or maintenance of any capital or fixed asset of such Credit Party that is required in accordance with GAAP to be capitalized on the balance sheet of such Credit Party.

“Capitalized Lease Obligations” means, for any particular period, the aggregate liability in respect of all Capital Leases of the Credit Parties on a consolidated basis for such period, determined in accordance with GAAP.

“Capital Lease” means, with respect to any particular Credit Party, any lease or other arrangement relating to property or assets that is required in accordance with GAAP to be listed as a capital lease on the balance sheet of such Credit Party.

“Cash Equivalents” means, as at any particular date of determination:

- (a) any bond, debenture or other evidence of indebtedness issued, or fully and unconditionally guaranteed or insured, by the Government of Canada or the government of a province of Canada, or any agency or political subdivision thereof, and maturing not more than six months from the date of issuance thereof;
- (b) certificates of deposit, time deposits, repurchase agreements, reverse repurchase agreements, or bankers’ acceptances issued by any commercial bank organized under the laws of Canada, having combined capital and surplus of not less than \$1,000,000,000 and a rating of at least “A-1”(or the equivalent thereof) from Standard & Poor’s Corporation, or the equivalent rating from Moody’s Investors Services Inc. or DBRS Ltd., and maturing not more than six months from the date of issuance or execution thereof, as applicable;
- (c) commercial paper having a rating of at least “A-1” from Standard & Poor’s Corporation, or the equivalent rating from Moody’s Investors Services Inc. or DBRS Ltd., and maturing not more than three months after the date of issuance thereof;
- (d) any bond, debenture or other evidence of indebtedness issued, or fully and unconditionally guaranteed or insured, by the Government of the United States of America or any agency or political subdivision thereof, payable in US Dollars, having a rating of at least “A-1” (or the equivalent thereof) from Standard & Poor’s Corporation or an equivalent rating from DBRS Ltd. or Moody’s Investors Services, Inc., and maturing not more than six months after the date of issuance thereof.

“Cash Management Obligations” means, with respect to any particular Person, any direct or indirect liability, contingent or otherwise, of such Person in respect of cash management services, (including treasury, depository, overdraft, controlled disbursement, credit, electronic funds transfer, automatic clearing house transfer and other cash management arrangements), including obligations for the payment of fees, interest, charges, expenses, legal fees and disbursements relating to any of the foregoing.

“CDOR Benchmark Transition Event” means the occurrence of any of the following events with respect to CDOR Rate (as determined by the Lender in its sole discretion):

- (a) CDOR Rate (or the applicable CDOR Period thereof) is no longer available or published, (b) the administrator of the CDOR Rate or a Governmental Authority having jurisdiction over the Lender has made a public statement that CDOR Rate shall no longer be made available, used or advisable for determining interest rates of loans; (c) loan agreements are currently being executed containing, or loan agreements that include benchmark replacement language similar to that contained in this Agreement, are being

executed or modified (as applicable) to incorporate or adopt, a new benchmark interest rate to replace the CDOR Rate.

“CDOR Loan” means a Loan in Canadian Dollars that bears interest at a rate based upon the CDOR Rate.

“CDOR Margin” means a percentage used to determine the rate of interest applicable to CDOR Loans under each applicable Facility as follows: (a) in respect of a CDOR Loan under the Revolving Facility, 2.00% per annum, (b) in respect of a CDOR Loan under Term Facility A, 2.25% per annum, and (c) in respect of a CDOR Loan under Term Facility B, 2.75% per annum.

“CDOR Period” means, with respect to any CDOR Loan, the period commencing on the date on which such CDOR Loan is advanced or continued or another Advance is converted into such CDOR Loan, as applicable, and ending on the date that is one or three months thereafter, as selected by the applicable Borrower in a Draw Request; provided that:

- (a) any CDOR Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another month, in which case such CDOR Period shall end on the immediately preceding Business Day;
- (b) any CDOR Period that begins on the last Business Day of a month (or on a day for which there is no numerically corresponding day in the month at the end of such CDOR Period) shall end on the last Business Day of the month at the end of such CDOR Period; and
- (c) no Interest Period shall extend beyond the Maturity Date.

“CDOR Rate” means, with respect to any CDOR Period for any CDOR Loan, the annual rate of interest which is the greater of: (i) 0%, and (ii) the rate determined as being the arithmetic mean of the quotations of all institutions listed in respect of the rate for Canadian Dollar denominated bankers’ acceptances for the relevant period displayed and identified as such on the “CDOR Page” (or any substitute therefor) of Definitive Benchmark Services (UK) Limited (or any successor thereto or Affiliate thereof) as of 10:00 A.M. Toronto, Ontario local time on such day and, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Lender after 10:00 A.M. Toronto, Ontario local time to reflect any error in a posted rate of interest or in the posted average annual rate of interest with notice of such adjustment in reasonable detail evidencing the basis for such determination being concurrently provided to the Borrower). If such rates are not available on the CDOR Page on any particular day, then the CDOR Rate on that day shall be calculated as the arithmetic average of the rates applicable to Canadian Dollar denominated bankers’ acceptances for the relevant period publicly quoted for customers in Canada by the Lender as of 10:00 A.M. Toronto, Ontario local time on such day; or if such day is not a Business Day, then on the immediately preceding Business Day.

“Certificate” means, with respect to any Person that is not an individual, a written certificate signed on behalf of such Person by an Authorized Person and, with respect to a Person that is an individual, a written certificate signed by such individual.

“Change of Control” means any event or circumstance whereby (i) Robert Vanden Broek shall cease to beneficially own and control directly and/or indirectly at least seventy percent (70%) (on a fully diluted basis) of the economic and voting Equity Interests of the Borrower, (ii) other than Robert Vanden Broek, no one Person shall beneficially own directly or indirectly 30% or more of the economic and voting Equity Interests of the Borrower, or (iii) Robert Vanden Broek shall for any reason cease to be actively engaged in the day-to-day management of the Borrower, unless an interim or permanent successor of such Person that is acceptable to the Lender, acting reasonably, has been appointed.

“Claim” means any claim, demand, cause of action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of any Credit Party) at law or in equity, or before or by any Governmental Authority, domestic or foreign of any nature whatsoever, whether pending or, to the knowledge of any Credit Party, threatened against or affecting any Credit Party or any property of a Credit Party.

“Closing Date” means September 14, 2022.

“Cold Storage Management Agreement” means the cold storage management agreement dated as of December 17, 2021 entered into among EMS, Sierra Supply Chain Services Inc., Confederation Freezers Inc. and Premium Brands Holding Corporation regarding the provision of cold storage management services by Confederation Freezers Inc. in accordance with the terms and conditions thereof, as such agreement may be amended, renewed, supplemented, varied, restated, amended and restated or replaced from time to time.

“Collateral” means, collectively, all of the present and future undertaking, property and assets (whether real, personal or mixed property) against or in respect of which Liens in favour of the Lender are now or are hereafter granted (or purported to be granted) pursuant to the Security documents.

“Collateral Access Agreement” means a landlord waiver, bailee letter, non-disturbance agreement, acknowledgement agreement or similar agreement executed by any lessor, mortgagee, warehouseman, processor, consignee or other Person (other than a Credit Party) in possession of, having a lien upon, or having rights or interests in any location at which Collateral is situate, in favour of and for the benefit of the Lender, its successors and assigns, and in form and substance satisfactory to the Lender.

“Commitment” means the Revolving Commitment, the Term Facility A Commitment, the Term Facility B Commitment, the Hedging Commitment or the LC Facility Commitment, as applicable.

“Compliance Certificate” means a Certificate executed by the Borrower substantially in the form of Exhibit “B”.

“Contingent Obligations” means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person: (a) with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against Loss with respect thereto; (b) with respect to any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings; (c) under any Hedging Arrangement; (d) to make, take-or-pay or similar payments if required regardless of non-performance by any other party or parties to an agreement; (e) for the obligations of another through any agreement to purchase, repurchase or otherwise acquire any obligation of another Person or any property constituting security therefor, or to provide funds for the payment or discharge of such obligation; and (f) to maintain the solvency, financial condition or any balance sheet item or level of income of another Person. The amount of any Contingent Obligation (other than in respect of a Hedging Arrangement) shall be equal to the amount of the obligation so guaranteed or otherwise supported or, if not a fixed and determined amount, the maximum amount so guaranteed or supported. The amount of any Contingent Obligation in respect of a Hedging Arrangement shall equal the Deemed Hedge Exposure for such Hedging Arrangement.

“Contract Period” means, with respect to any particular Letter of Credit or Hedging Arrangement, the period selected by the Borrower in accordance with the terms of this Agreement during which such instrument, commitment or arrangement will be outstanding.

“Contractual Obligation” means, with respect to any Person, any provision of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument (including any Equity Interest issued by such Person) to which such Person is a party or by which, whether in writing or orally, such Person or any of its assets is bound or to which such Person or any of its assets is subject.

“Control” (including, with correlative meanings, the terms **“Controlling,” “Controlled by”** and **“under common Control with”**) means, with respect to any Person, the possession, directly or indirectly, of the power to direct, or to cause the direction of, the management and policies of such Person, whether through the ability to exercise voting power over any Equity Interests, whether by contract or otherwise.

“Conversion” means the conversion of an outstanding Advance, or a portion of an outstanding Advance, into another Type of Advance under Section 2.8.

“Conversion Date” means the Business Day on which a Conversion occurs.

“Credit Documents” means, collectively, this Agreement, the Security, the Notes (if any), the Guarantees, each Letter of Credit Application, the MasterCard Agreement, the Hedging Arrangements, any certificate completed and executed by a Credit Party and all other Certificates, instruments, agreements and other documents (including without limitation any agreements pertaining to Hedging Arrangements and Bank Products) delivered, or to

be delivered, to the Lender under or in connection with this Agreement or any of the Facilities provided for herein and any fee letters entered into between the Borrower and the Lender in respect of fees payable to the Lender.

“Credit Parties” means, collectively, the Borrower and each other Person that may now or hereafter become a Guarantor and **“Credit Party”** means any one or more of them, as applicable.

“Debt” means, in respect of any particular Credit Party:

- (a) all indebtedness of such Credit Party for borrowed money;
- (b) any obligation, contingent or otherwise, that is required to be classified as a liability in accordance with GAAP on the balance sheet of such Credit Party;
- (c) any obligation secured by a Lien on any property, assets or undertaking owned or acquired by such Credit Party, whether or not such obligation has been assumed;
- (d) any debt or liability of such Credit Party that represents the deferred acquisition cost of property or assets created or arising under any conditional sale agreement or other title retention agreement regardless of whether the rights and remedies of the seller under such agreement in the event of default are limited to repossession or sale of the property or assets covered thereby;
- (e) any liabilities, contingent, unmatured or otherwise, under indemnities given in respect of any bankers' acceptance, letter of credit or letter of guarantee;
- (f) any operating lease under which such Credit Party has furnished a residual value guarantee in respect of which such Credit Party is liable as lessee; and
- (g) any Capital Lease by which such Credit Party is bound.

“Debt Service” means, for any period, the amount required by the Borrower (on a consolidated basis) to service its outstanding Debt during that period and includes (without limitation) interest, required principal payments, payments required or made under any Capital Lease, fees payable in respect of letters of credit or letters of guarantee and the stamping fees and discount rates associated with bankers' acceptances facilities and shares which, by their terms, or upon the happening of any event, mature or are mandatorily redeemable or are redeemable at the option of the holder and which shares are not fully subordinated to the Lien created by the Security documents.

“Deemed Hedge Exposure” means, with respect to any particular Hedging Arrangement, 10% of the principal amount thereof, or such other percentage thereof as is determined appropriate by the Lender in accordance with its policies in effect from time to time for Hedging Arrangements.

“Default” means any event, circumstance or omission that constitutes an Event of Default or that, after the giving of notice, the passage of time or the failure to remedy such event, circumstance or omission within a period of time, would constitute an Event of Default.

“Default Rate” means a fluctuating per annum interest rate at all times equal to the sum of (a) the otherwise applicable Interest Rate plus (b) the relevant Applicable Margin plus (c) two percentage points (2.00%) per annum. Each Default Rate shall be adjusted simultaneously with any change in the applicable Interest Rate. In addition, the Default Rate shall result in an increase in the Letter of Credit Fee by two percentage points per annum.

“Deposit Account” means any bank, deposit or similar account in which cash proceeds or Cash Equivalents are deposited or held.

“Drawdown Date” means any Business Day on which an Advance is made or is deemed to be made.

“Drawdown Notice” is defined in Section 2.5(1)

“EBITDA” means, with reference to any particular Person for any particular period, Net Income of such Person for such period plus, without duplication, all amounts deducted in arriving at such Net Income amount in respect of (i) Interest Expense for such period, plus (ii) income taxes for such period, plus (iii) all amounts properly charged for depreciation of fixed assets and amortization of intangible assets during such period on the books of such Person, plus or minus any adjustments for (iv) non cash gains or losses and extraordinary/unusual non-recurring items (such latter items to be agreed upon by the Lender in its sole discretion) for the respective period.

“Eligible Equipment” means all Equipment that the Lender determines to be Eligible Equipment; and without limiting the discretion of the Lender with respect to such determination, the Lender may include Equipment that satisfies all of the following criteria:

- (a) it is an asset of a Credit Party to which such Credit Party has good and marketable title, is freely assignable, and is subject to a perfected, first priority Lien in favour of the Lender free and clear of any other Liens (other than Permitted Liens, excluding Purchase Money Liens for Equipment);
- (b) it is located at the Credit Party’s facilities set forth on Schedule 13.1(t) or such other locations as are approved in writing by the Lender and, in the case of facilities owned by a Credit Party subject to a Mortgage, or facilities not owned by a Credit Party, is at all times subject to a Collateral Access Agreement in form and substance satisfactory to the Lender;
- (c) it is used or useable in the conduct of the business of a Credit Party and is not obsolete, and is in good repair, working order and condition free from any defects which might adversely affect the market value thereof;

- (d) it does not consist of hand tools, spare parts, furniture, furnishings, office equipment or supplies; and
- (e) it is not attached to real estate in such a manner that it is or may become a fixture.

“Eligible In-Transit Inventory” means in-transit Inventory that satisfies **each** of the following:

- (a) title thereto shall have passed to the relevant Credit Party;
- (b) such in-transit Inventory shall be subject to the Lender’s first priority security interest and lien and no other Liens (other than any possessory lien upon such goods in the possession of a freight carrier or shipping company securing only the freight charges for the transportation of such in-transit Inventory to the relevant Credit Party);
- (c) such in-transit Inventory shall be covered by appropriate bills of lading and shipping documents;
- (d) if such in-transit Inventory is being shipped from a foreign location, it has been shipped for delivery within thirty (30) days of the date such in-transit Inventory is deemed eligible hereunder, but has not yet been delivered into the possession of the relevant Credit Party, and such in-transit Inventory is evidenced or deliverable pursuant to documents of title which name the relevant Credit Party or the Lender as consignee and have been (or will be, in the normal course of the relevant Credit Party’s business and consistent with past practises) delivered to a customs broker that has delivered to the Lender a Collateral Access Agreement acceptable in form and substance to the Lender; and
- (e) if such in-transit Inventory is being shipped from a domestic location in Canada, the applicable freight forwarder or customs broker has delivered to the Lender a Collateral Access Agreement acceptable in form and substance to the Lender.

“Eligible Inventory” means all Inventory that the Lender determines to be “Eligible Inventory” and, without limiting the discretion of the Lender with respect to such determination, the Lender may include Inventory that satisfies all of the following criteria:

- (a) such Inventory is raw materials or finished goods;
- (b) such Inventory meets the quality or other standards imposed by any applicable Governmental Authority;
- (c) such Inventory is not obsolete, slow moving (i.e., greater than two years), used or otherwise unsaleable, and is of good and merchantable quality free from any defects that might adversely affect the market value thereof;
- (d) such Inventory is subject to the Lender’s perfected, first priority Lien and no other Liens (other than Permitted Liens, excluding Purchase Money Liens for Inventory);

- (e) such Inventory is located in Canada or the United States or such Inventory is located outside of Canada and the United States for which title has passed to the relevant Credit Party and which is insured to the full value thereof and for which the Lender shall have in its possession (i) all negotiable bills of lading properly endorsed in favour of the Lender, and (ii) all non-negotiable bills of lading issued in the Lender's name;
- (f) such Inventory is not in transit unless such Inventory constitutes Eligible In-Transit Inventory, provided, however, that Eligible In-Transit Inventory availability shall not at any time exceed 25% of the amount of total inventory availability and the lending value attributable to any such Eligible In-Transit Inventory shall at all times be net of and less all unpaid supplier amounts, freight charges and other applicable duty and in-transit fees which are applicable in respect of any such Eligible In-Transit Inventory;
- (g) such Inventory is not packaging or supplies;
- (h) such Inventory is not rental in nature;
- (i) such Inventory is not consigned; and
- (j) such Inventory is not work in progress.

“Eligible Receivable” means any Receivable arising from the sale of Inventory or the provision of services in the ordinary course of a Credit Party's business, which the Lender determines to be an “Eligible Receivable”, and, without limiting the discretion of the Lender to make such determination, the Lender may include Receivables that satisfy all of the following criteria:

- (a) such Receivable is subject to the Lender's perfected, first priority Lien and no other Liens (other than Permitted Liens);
- (b) such Receivable is evidenced by an invoice or other documentary evidence satisfactory to the Lender;
- (c) such Receivable does not arise out of a sale made by the relevant Credit Party to an Affiliate of the relevant Credit Party or to a Person controlled by an Affiliate of the relevant Credit Party;
- (d) such Receivable is not unpaid more than 90 days after the original invoice date or more than 60 days after the invoice due date;
- (e) such Receivable is not owing from an account debtor in respect of which 50% or more of the aggregate amount of all Receivables from such account debtor are unpaid more than 60 days after the invoice due dates or 90 after the original invoice dates;

- (f) the relevant portion of such Receivable would not cause the aggregate amount of all Receivables owing by any account debtor and its Affiliates to exceed 20% of all Eligible Receivables or, in the case of Loblaw Companies Ltd., Erie Meat Products Ltd., Concord Premium Meats Ltd, Maple Leaf Foods Inc. and Maple Lodge Farms, 35% of all Eligible Receivables for a period not to exceed two (2) consecutive months at any time;
- (g) no covenant, representation or warranty contained in this Agreement with respect to such Receivable has been breached;
- (h) the net portion of such Receivable owing to a Credit Party is not in dispute or for which no claim has been made by an account debtor which may also be a creditor or supplier of any Credit Party (unless such Receivable is owing to Sierra Supply Chain Services Inc. by an account debtor which is also a creditor or supplier of another Credit Party in which case the contra does not apply), unless such account debtor has disputed such Receivable or any other Receivable due from such account debtor to any Credit Party or made a claim with respect to such Receivable or any other Receivable due from such account debtor to any Credit Party which could reasonably be expected to adversely affect the payment or the amount of such first mentioned Receivable;
- (i) none of the following events has occurred and is continuing with respect to the applicable account debtor for such Receivable: (i) death or judicial declaration of incompetency of an account debtor who is an individual; (ii) the filing by or against the account debtor of a request, proposal, notice of intent to file a proposal, proceeding, action or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, winding-up, or other relief under any bankruptcy, insolvency, restructuring, liquidation, winding-up, corporate or similar laws of Canada, any province or territory thereof, or any foreign jurisdiction, now or hereafter in effect; (iii) the making of a general assignment by the account debtor for the benefit of creditors; (iv) the appointment of a receiver, trustee, monitor, custodian, liquidator, administrator, interim receiver, receiver and manager, monitor or trustee or other official for the account debtor or for any of the assets of the account debtor, including "trustee" under the *Bankruptcy and Insolvency Act*, (Canada); (v) the institution by or against the account debtor of any other type of insolvency, liquidation, bankruptcy, winding-up or reorganization proceeding (under the laws of Canada, the United States of America or otherwise, including applicable corporate statutes, the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada) or of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of affairs of, the account debtor; (vi) the sale, assignment, or transfer of all or any material part of the assets of the account debtor; (vii) the non-payment generally by the account debtor of its debts as they become due; (viii) the failure, cessation of the business of the account debtor as a going concern or insolvency of the account debtor; or (ix) the account debtor calling a meeting of its creditors or indicating its consent to any proceeding or action hereinabove described;

- (j) the sale giving rise to such Receivable was not made to an account debtor outside Canada or the United States of America, unless the sale is on letter of credit, guarantee or acceptance terms, in each case, as applicable, acceptable to the Lender in its reasonable credit judgment, or unless the Receivable is an Insured Receivable;
- (k) shipment of the merchandise or the rendition of services has been completed and the sale giving rise to such Receivable was not made on a bill and hold, guaranteed sale, sale-and-return, sale on approval, consignment or any other repurchase or return basis and is not evidenced by chattel paper unless endorsed to the Lender and the account debtor's obligation to pay is absolute and is not otherwise conditional upon completion of any further performance under any contract, agreement or arrangement or fulfillment of any condition or other matter;
- (l) the Lender has not determined, in its sole discretion that the prospect of collection of such Receivable is impaired or that such Receivable is uncollectible or collection is otherwise doubtful or that such Receivable may not be paid by reason of the account debtor's financial position;
- (m) the account debtor is not the Government of the United States of America, any state, or any department, agency or instrumentality of any of them, unless the applicable Credit Party assigns its right to payment of such Receivable to the Lender pursuant to the *Assignment of Claims Act* of 1940, as amended or has otherwise complied with all other Applicable Laws, statutes, regulations and ordinances;
- (n) the account debtor is not located in any State of the United States of America or any Province of Canada which requires the filing of a Notice of Business Activities Report or registration or licencing to carry on business or similar report, registration or licencing in order to permit the relevant Credit Party to seek judicial enforcement in such State of the United States of America or Province of Canada of payment of such Receivable, unless the relevant Credit Party has qualified to do business in such Province or State or has filed a Notice of Business Activities Report or registration or licencing to carry on business or equivalent report, registration or licencing for the then current year;
- (o) the account debtor is not the Government of Canada nor, any province thereof, or any department, agency or instrumentality thereof, unless the applicable Credit Party has complied with all Applicable Laws, statutes (including the *Financial Administration Act* (Canada)), regulations and ordinances in order to duly and validly assign such Receivable to the Lender;
- (p) the goods giving rise to such Receivable have been shipped and delivered to and accepted by the customer or the services giving rise to such Receivable have been performed by the relevant Credit Party and accepted by the customer and the Receivable otherwise represents a final sale;

- (q) the aggregate Receivables of such account debtor do not exceed a credit limit determined by the Lender, in its sole discretion, in respect of which the Borrower has received prior written notice, to the extent such Receivables exceed such limit;
- (r) the amount of such Receivable does not represent amounts that have been rebilled or that are subject to any credit notes, allowances, or rebates, including volume rebates;
- (s) such Receivable is not subject to any offset, deduction (other than ordinary course volume rebates deducted as provided in paragraph (r) above), defence, or any cause asserted for non-payment of any Receivables, including any dispute, claim, complaint, set-off, defence, contra account or counterclaim (real or asserted), lawful or unlawful, whether arising from or relating to a sale of merchandise by a Credit Party or any other transaction or occurrence, or otherwise contingent in any respect or for any reason;
- (t) the applicable Credit Party has not made any agreement with such account debtor for any extension of the time for payment or any deduction from payment, except for discounts or allowances made in the ordinary course of business for prompt payment, all of which discounts or allowances are reflected in the calculation of the face value of each applicable invoice related to such Receivable;
- (u) no return, rejection or repossession of the merchandise has occurred;
- (v) such Receivable is payable to the applicable Credit Party and is not subject to any right, claim or interest of any Person, other than the Lender.

“Employee Benefit Plan” means with respect to any Credit Party, any employee benefit plan of any nature or kind whatsoever that is maintained by or contributed to, or required to be contributed to, by such Credit Party (excluding any statutory employee benefit plans with respect to which such Credit Party is required to comply, including the Canada Pension Plan and the Quebec Pension Plan).

“EMS” means Eastern Meat Solutions Inc., a corporation existing under the laws of Ontario, and its successors and permitted assigns.

“Environmental Claim” means any Claim in respect of a breach of any Environmental Law, including any remedial order, control order, stop order or other administrative order, complaint or sanction.

“Environmental Laws” means all Applicable Laws pertaining to environmental or occupational health and safety matters, in effect as at the date hereof and as may be brought into effect or amended at a future date, including those pertaining to reporting, licensing, permitting, investigation, remediation and clean-up in connection with any presence or Release of a Hazardous Substance or threat of same or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling and the like of a Hazardous Substance.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required pursuant to any applicable Environmental Law.

“Equipment” means all equipment and any other machinery, tools, fixtures, trade fixtures, furniture, furnishings, office equipment, vehicles and all other goods now or hereafter used or usable in connection with a Credit Party’s business (other than Inventory), together with all parts, accessories and attachments relating to any of the foregoing.

“Equity Interest” means any shares, interests, participations or other rights to participate in the voting or equity ownership of a corporation and any equivalent ownership interests in any Person that is not a corporation, including any partnership or membership interest, and any warrant, option or other right to acquire or that is convertible into any ownership interest, and any other arrangement or right to, directly or indirectly, acquire any of the foregoing.

“Event of Default” is defined in Section 15.1.

“Excess Amount” is defined in Section 10.4(1).

“Excess Availability” means, as at any particular date of determination with respect to the Revolving Facility, (i) the lesser of the Revolving Commitment and the Borrowing Base, minus (ii) the Aggregate Revolver Outstandings.

“Excess Cash Flow” means, the consolidated EBITDA of the Borrower Group less (i) Capital Expenditures not funded by Loans (other than Revolving Loans) or Debt permitted hereunder, (ii) interest Expense paid in cash, (iii) Taxes paid in cash, (iv) scheduled principal payments in respect of Debt of the Credit Parties, and (v) any dividends, distributions or other payments in cash on account of Equity Interests.

“Exchange Equivalent” means, as of any particular date of determination, with reference to any particular amount expressed in one currency, the amount of another applicable currency required to purchase such amount in the first currency on such date either (i) in the case of any amount derived directly or indirectly from any Financial Statements of the Credit Parties, the exchange rate used to convert from Canadian Dollars to US Dollars or US Dollars to Canadian Dollars, as applicable, in the preparation of such Financial Statements, and (ii) in all other cases, the applicable rate for the purchase by the Lender of the applicable amount of Canadian Dollars or US Dollars through its principal foreign exchange trading office at approximately 11:00 a.m. (Toronto time) on such date it is a Business Day and on the immediately preceding Business Day if such date is not a Business Day.

“Excluded Subsidiaries” means Eastern Meat Solutions (USA) Corp. and such other entities as the Lender may agree to from time to time in writing.

“Excluded Taxes” means, (a) any Taxes imposed on or measured by the Lender’s net income and franchise taxes imposed on it by the jurisdiction (or any political subdivision thereof) under the laws of which the Lender is organized or in which its principal office or

applicable lending office is located, and (b) any branch tax, branch profits tax or any similar tax imposed by any jurisdiction.

“Facility” means the Revolving Facility, Term Facility A, Term Facility B, the Hedging Facility or the LC Facility, as applicable, and **“Facilities”** means all of them, collectively.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) of the quotations for the day of such transactions received by the Lender from three federal funds brokers of recognized standing selected by it.

“Financial Statements” means Audited Financial Statements or Unaudited Financial Statements, as applicable.

“Fiscal Year” means the fiscal year of each Credit Party, all of which currently end on September 30.

“Fixed Charge Coverage Ratio” means, with reference to the Borrower Group in respect of any particular Twelve Month Period (a) EBITDA, less cash Taxes, dividends paid and unfunded Capital Expenditures plus (for the relevant time period) amounts for Capital Expenditures set out in Exhibit “G” hereto, divided by (b) Debt Service. Notwithstanding the foregoing and for greater certainty, for purposes of calculating the Fixed Charge Coverage Ratio up until May 31, 2023, unfunded Capital Expenditures as accounted for by the Borrower Group will be calculated less a portion of \$2,000,000 of Capital Expenditures incurred (which for greater certainty was capitalized from June 2022, however, the actual cash out flow occurred prior to the relevant Twelve Month Period being tested) as consultant fees plus the additional Capital Expenditures set out in Exhibit “G” hereto. In addition to the foregoing and for greater certainty, (i) for purposes of calculating the Fixed Charge Coverage Ratio for Fiscal Year 2022, there shall be add-backs to EBITDA in an aggregate amount not in excess of \$3,500,000 in respect of the inducement fee paid by the Borrower Group to Confederation Freezers Inc. and, (ii) for purposes of calculating the Fixed Charge Coverage Ratio during the period commencing July 1, 2022 and ending June 30, 2023, there shall be a one time add-back to EBITDA in an aggregate amount not in excess of \$1,500,000 in respect of a settlement paid to the Borrower by a former employee of the Borrower.

“GAAP” means generally accepted accounting principles in Canada as in effect from time to time as set forth in the opinions and pronouncements of the relevant Canadian public and private accounting boards and institutes which are applicable to the relevant Person and the circumstances as of the date of determination consistently applied (including,

without limitation, to the extent the same are adopted, subject to Section 1.4 hereof, by the Borrower, the Accounting Standards for Private Enterprises or the International Financial Reporting Standards, as applicable, adopted by the Accounting Standards Board of the Canadian Institute of Chartered Accountants).

“Governmental Approvals” means, at any particular date of determination with respect to any Person or its property assets, all licenses, permits, consents, authorizations and approvals required from Governmental Authorities for the conduct of such Person’s business on such date.

“Governmental Authority” means any domestic or foreign government including any federal, provincial, state, territorial or municipal government and any executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or any Person, body, department, bureau, agency, board, tribunal, commission branch or office thereof or having or claiming to have jurisdiction over the Credit Parties or any of their respective property or assets.

“Guarantees” means all guarantees held from time to time by or on behalf of the Lender guaranteeing or intending to guarantee, directly or indirectly, repayment of all, or any part of, the Obligations and as the same may be further amended, restated, replaced or modified from time to time.

“Guarantor” means each Person that now or hereafter guarantees, or is intended to guarantee, repayment of all, or any part of, the Obligations. As at the Closing Date, the Guarantors are set out on the signature pages hereto.

“Hazardous Substance” means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the natural environment, injure or damage property or plant or animal life or harm or impair the health of any individual and includes, but is not limited to, petroleum, its derivatives, by-products or other hydrocarbons, asbestos, controlled products, wastes and any other materials are regulated by Environmental Laws or which may not by their nature be hazardous, either in fact or as defined in or pursuant to any Environmental Laws but which become prohibited, controlled or regulated by any Governmental Authority.

“Hedging Arrangement” means (a) any and all forward foreign exchange transactions, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transactions is governed by a or subject to any master agreement and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any international foreign exchange master agreement, or any other master agreement, including any such obligations or liabilities under any such master agreement and its related schedules, in each case for the purpose of hedging the Borrower’s exposure to exchange rates or currency valuations.

“Hedging Commitment” means the commitment of the Lender to enter into Hedging Arrangements pursuant to the Hedging Facility.

“Hedging Facility” means the hedging facility established pursuant to Section 2.1(c).

“Indemnified Person” means the Lender, its Affiliates, agents, representatives, attorneys any receiver or receiver and manager appointed by the Lender, and the respective officers, directors and employees of each of the foregoing Persons.

“Insured Receivables” means, at any particular time of determination, any Receivable that is insured at such time by Acceptable A/R Insurance.

“Intellectual Property” means all trade or brand names, business names, trade-marks (including logos), trade-mark registrations and applications, brand names, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, issued patents and pending applications and other patent rights, industrial design registrations, pending applications and other industrial design rights, trade secrets, proprietary information and know-how, equipment and parts lists and descriptions, instruction manuals, inventions, inventors’ notes, research data, blue prints, drawings and designs, formulae, processes, technology and other intellectual property, together with all registered user agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing.

“Interest Expense” means, with reference to any period, the sum of all interest charges (including imputed interest charges with respect to Capital Leases and all amortization of debt discount and expense) of the Borrower for such period determined in accordance with GAAP.

“Interest Payment Date” means, (a) with respect to any particular Adjusted Term SOFR Loan, the last day of (i) each one month period for a Adjusted Term SOFR Loan that has a one month Interest Period; and (ii) the last day of each three month period for an Adjusted Term SOFR Loan that has a three or six month Interest Period as applicable during the Interest Period applicable to such Loan and in each case the Maturity Date, (b) with respect to any particular CDOR Loan, the last day of each one or three month period during the CDOR Period applicable to such Loan and the Maturity Date, and (c) with respect to any other Loan, the last Business Day of each calendar month and the Maturity Date.

“Interest Period” means, with respect to any particular Adjusted Term SOFR Loan, the period commencing on the date on which such Adjusted Term SOFR Loan is advanced or continued or another Loan is converted into such Adjusted Term SOFR Loan, as applicable, and ending on the date that is one, three or six months thereafter, as selected by the Borrower (subject to availability) in its Drawdown Notice; provided that:

- (a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

- (b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and
- (c) no Interest Period shall extend beyond the Maturity Date.

“Interest Rate” means each or any of the interest rates referred to herein, including without limitation the Default Rate and the interest rates set out in Section 3.1.

“Inventory” means all inventory and any other goods which are held for sale or lease or are to be furnished under contracts of service or consumed in a Credit Party’s business, all raw materials, work in process and finished goods, all goods that are returned or repossessed, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing, and any other components or parts thereof.

“Investment” means, with respect to any particular Person, any loan made, guarantee given, other contingent liability incurred, debt or equity investment made in any other Person, by such Person.

“Investment Grade Receivables” means, Eligible Receivables owing to a Credit Party from an account debtor which has a Standard & Poor’s Corporation rating of “BBB” or better or a Moody’s Investor Services Inc. rating of “Baa” or better.

“Issuance Date” means the date on which a Letter of Credit is issued pursuant to this Agreement.

“ITA” means the *Income Tax Act* (Canada) and any successor thereto, and any regulations promulgated thereunder.

“Landlord” means any Person that is leasing a Real Property Interest to a Credit Party pursuant to a Lease between such Person and such Credit Party, whether oral or in writing.

“Laws” means, collectively, all international, foreign, federal, provincial, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

“LC Facility” has the meaning given to it in Section 2.1(e).

“LC Facility Commitment” means, at the relevant time of determination, the commitment of the Lender to make Advances under the LC Facility in an aggregate outstanding Principal Amount not exceeding \$2,500,000 at any time (less the Principal Amount of Advances previously made under the LC Facility which remain outstanding at such time),

as such amount is permanently reduced from time to time in accordance with the terms hereof.

“LC Facility Credit Limit” means \$2,500,000.

“Lease” means, any lease of real or personal property in respect of which any Credit Party has a leasehold interest, as lessee.

“Lender” means Bank of Montreal and its successors and assigns.

“Letter of Credit” means any commercial or standby letter of credit or letter of guarantee issued by the Lender or an affiliate of the Lender at the request of the Borrower pursuant to and in accordance with Article 5.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a Letter of Credit, executed by the Borrower in the form required by the Lender at the time such application is made.

“Letter of Credit Fee” means, as of any particular date of determination in respect of any particular Letter of Credit, the rate per annum payable to the Lender on such date in respect of such Letter of Credit, equal to 2.00% per annum in respect of Letters of Credit issued and outstanding under the Revolving Facility and equal to 1.20% per annum in respect of Letters of Credit issued and outstanding under the LC Facility, and calculated and payable quarterly in advance.

“Lien” means any lien (whether statutory or otherwise), mortgage, pledge, deposit arrangement, preference, priority assignment, security interest, deed of trust, hypothecation, sequestration, deemed trust, charge or other encumbrance or preferential arrangement of any kind or nature whatsoever (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof, easement, right of way, or capitalized Lease, any option, trust or other preferential arrangement having the practical effect of any of the foregoing, and in the case of Equity Interest, any purchase option, call or similar right of a third party with respect to such Equity Interest.)

“Loan” means any Revolving Loan or Term Loan, including without limitation a Prime Rate Loan, Base Rate Loan, Adjusted Term SOFR Loan or a CDOR Loan.

“Loss” means any loss whatsoever, whether direct or indirect, including expenses, costs, damages, judgments, penalties, awards, assessments, fines and any and all fees, disbursements and expenses of counsel, experts and consultants.

“MasterCard Advance” is defined in Section 6.1.

“MasterCard Agreement” means, as of any particular date of determination, the Lender’s standard form documents relating to the operation of MasterCard accounts in effect at such time.

“MasterCard Limit” means \$100,000.

“Material Adverse Change” means a change that results in, or would reasonably be expected to result in a Material Adverse Effect.

“Material Adverse Effect” means (a) a material adverse effect on the business, operations, assets, liabilities (actual or contingent), property or financial condition of the Credit Parties, taken as a whole; (b) a material adverse effect on the ability of the Credit Parties, taken as a whole, to perform their obligations under the Credit Documents; or (c) a material adverse effect on the rights and remedies of the Lender under the Credit Documents or the Lender’s ability to enforce its rights or remedies under this Agreement or any other Credit Document.

“Material Contract” means, with respect to any particular Person, any contract, licence or other agreement to which such Person is a party or by which it is bound that is material to such Person’s business, operations, properties, assets or prospects, having regard to the subject matter thereof or the potential consequences of a breach or termination thereof.

“Maturity Date” means (a) with respect to the Revolving Facility, the Term Facility and the LC Facility, the earlier of (i) October 1, 2025, and (ii) the date on which the Facilities are terminated earlier pursuant to this Agreement.

“Mortgage” means any deed of trust, trust deed, hypothec, charge or mortgage in respect of a freehold or leasehold interest in real property made, or required to be made, by any Credit Party in favour or for the benefit of the Lender, in form and substance reasonably satisfactory to the Lender.

“Net Income” means, with respect to the Borrower (on a consolidated basis) for any period, net income of the Borrower (on a consolidated basis) for such period.

“Net Orderly Liquidation Value” means the value of Eligible Equipment and/or Eligible Inventory, as applicable, based upon definitions and assumptions acceptable to the Lender in its sole discretion and confirmed in an appraisal report by an accredited appraiser satisfactory to the Lender in its sole discretion.

“Non-Executive Compensation” is defined in Section 14.2(9).

“Non-Executive Compensation Requirements” is defined in Section 14.2(9).

“Note” means, with respect to the Term Facility, any promissory note now or hereafter executed by the Borrower in favour of the Lender, in form and substance satisfactory to the Lender, evidencing the aggregate indebtedness owing by the Borrower to the Lender pursuant to the Term Facility.

“Obligations” means all loans, advances, debts, liabilities and obligations for the performance of covenants, tasks or duties or for the payment of monetary amounts (whether or not performance is then required or contingent, or whether or not those amounts are liquidated or determinable) owing by the Borrower to the Lender, of any kind or nature, present or future, whether or not evidenced by any agreement or other instrument,

owing under or in connection with any or all of the Credit Documents (including without limitation Bank Products), including all obligations owing by the Borrower to the Lender under the Facilities.

“Original Closing Date” means October 3, 2013.

“Original Credit Agreement” has the meaning set out in the recitals to this Agreement.

“Original Currency” is defined in Section 17.7.

“Other Currency” is defined in Section 17.7.

“Permitted Collateral Location” is defined in Section 13.1(r).

“Permitted Liens” means, with respect to any property or asset of any Person:

- (a) Liens created by the Security documents;
- (b) Liens for Taxes which are not delinquent or remain payable without penalty or which are being contested in good faith by appropriate proceedings commenced in a timely manner and diligently pursued and for which appropriate reserves have been taken in accordance with GAAP, provided that there is no material risk, as determined by the Lender in its sole discretion, that enforcement proceedings in respect of any such Lien will result in the seizure or sale of any Collateral;
- (c) carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business which are not delinquent for more than 90 days or remain payable without penalty or which are being contested in good faith by appropriate proceedings, provided that there is no material risk, as determined by the Lender in its sole discretion, that enforcement of any such Lien would result in the seizure or sale of any Collateral;
- (d) Liens (other than any Lien imposed in respect of a Canadian Pension Plan) consisting of pledges or deposits required in the ordinary course of business in connection with workplace safety insurance, employment insurance and other social security legislation or to secure the performance of tenders, statutory obligations, surety, stay, customs and appeals bonds, bids, leases, governmental contracts, trade contracts, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money) or to secure liability to insurance carriers;
- (e) Purchase Money Liens (other than pursuant to Capital Leases) securing indebtedness not in excess of \$100,000 in the aggregate;
- (f) Purchase Money Liens pursuant to Capital Leases securing indebtedness not in excess of \$500,000 in the aggregate;

- (g) Liens arising solely in respect of indebtedness between Credit Parties provided that such indebtedness is assigned to the Lender and such Liens are subordinated to Liens arising under the Security;
- (h) permits, licenses, agreements, restrictions, easements, rights-of-way and other similar interests in land (including permits, licenses, agreements, restrictions, easements and rights-of-way for sidewalks, public ways, sewers, drains, gas steam and water mains, utilities, telephone and telegraph conduits, poles, wires and cables) which do not, in the reasonable opinion of the Lender, materially impair the use or the value of the real property and improvements thereon;
- (i) title defects or irregularities in respect of real property, and reservations, limitations, provisos and conditions, if any, expressed in any original grants from the Crown, provided that in the opinion of the Lender, such matters do not materially impair or detract from the use or the value of the real property and improvements thereon or materially interfere with the business of the Credit Parties;
- (j) Liens held by Landlords in respect of property held under Lease and any other Liens of a similar nature which do not, in the opinion of the Lender, materially impair the use of such property in the operation of the business of the Credit Parties or the value of such property for the purposes of such business;
- (k) applicable municipal and other governmental restrictions affecting the use of real property or the nature of any structure which may be erected thereon, provided that in the reasonable opinion of the Lender, such matters do not materially impair or detract from the use or the value of the real property and improvements thereon or materially interfere with the business of the Credit Parties;
- (l) the right reserved to or vested in any Governmental Authority to terminate any lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof, provided that any such right does not, in the opinion of the Lender, materially impair the value thereof or materially interfere with the business of the Credit Parties;
- (m) Liens disclosed in Exhibit "E" and any other Lien consented to in writing by the Lender; and
- (n) Liens securing Subordinated Debt held by Affiliates or Associates of a Credit Party;

provided that the use of the term "Permitted Liens" to describe the foregoing Liens shall mean that such Liens are permitted to exist (whether in priority to or subsequent in priority to the Security, as determined by Applicable Law); and for greater certainty such Liens shall not be entitled to priority over the Security by virtue of being described in this Agreement as "Permitted Liens".

"Person" means any natural person, sole proprietorship, partnership, syndicate, trust, joint venture, Governmental Authority or any incorporated or unincorporated entity or association of any nature.

“**PPSA**” shall mean the *Personal Property Security Act* (Ontario), the Civil Code of Quebec or any other applicable Canadian federal or provincial statute pertaining to the granting, perfecting, priority or ranking of Liens on personal property, and any successor statutes, together with any regulations thereunder, in each case as in effect from time to time, and any reference to any particular section of the PPSA shall be construed to also refer to any successor section thereto.

“**Prime Rate**” means, on any particular date of determination, the rate of interest, expressed as an annual rate, announced on such date by the Lender as its reference rate then in effect for determining interest rates on Canadian Dollar denominated commercial loans made by it in Canada.

“**Prime Rate Loan**” means a Loan in Canadian Dollars that bears interest at a rate based upon the Prime Rate.

“**Prime Rate Margin**” means a percentage used to determine the rate of interest applicable to Prime Rate Loans under each applicable Facility as follows: (a) in respect of a Prime Rate Loan under the Revolving Facility, 0.50% per annum, (b) in respect of a Prime Rate Loan under Term Facility A, 0.75% per annum, and (c) in respect of a Prime Rate Loan under Term Facility B, 1.25% per annum.

“**Principal Amount**” means (a) with reference to any Loan, the principal amount thereof; (b) with reference to a Letter of Credit, the maximum amount payable to the beneficiary thereof; and (c) with reference to a Hedging Arrangement, the Deemed Hedge Exposure.

“**Priority Payables**” means, as at any particular time of determination, any amount due and payable at such time by a Credit Party that is secured by a Lien (whether choate or inchoate) or a statutory right in favour of a Governmental Authority, that encumbers any Collateral and that ranks, or is capable of ranking prior to or *pari passu* with any Lien on such Collateral granted in favour of the Lender, including without limitation, amounts due deducted or withheld, as applicable, and not yet paid, contributed or remitted, as applicable, by any Credit Party in respect of vacation pay, termination and severance pay, realty, municipal or similar Taxes, or pursuant to any legislation relating to workers’ compensation, employment insurance, the ITA, any Canadian Pension Plan, the *Wage Earners Protection Act* or any similar legislation.

“**Purchase Money Lien**” means any Lien on specific fixed assets (including Capital Leases but, for greater certainty, excluding real property) granted by such Credit Party to secure payment of the purchase price thereof, and all extensions, renewals or replacements of such loan, provided that the obligations secured thereby do not at any time exceed 100% of the lesser of the cost or fair market value of such fixed assets of a Credit Party and, with respect to any extension, renewal or replacement of such Lien, the obligations secured thereby are not increased.

“**Real Property Interest**” means, at any particular time of determination, any interest (whether fee, leasehold or otherwise) in real property owned at such time by any Credit Party.

“Receivables” means all **“accounts”**, as such term is defined in the PPSA, now or hereafter acquired by any Credit Party and includes all accounts, contract rights, instruments, and chattel paper relating to accounts, drafts and acceptances of such Credit Party, and all other obligations owing to any other Credit Party arising out of or in connection with the sale or lease of Inventory, the performance of services or otherwise, all guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to the Lender hereunder or in connection herewith.

“Release” means a discharging, spraying, injection, abandonment, depositing, spilling, leaking, seeping, pouring, emitting, emptying, throwing, dumping, placing, pumping, escaping, leaching, migrating, dispensing, dispersal, disposing, and exhausting, and when used as a noun has a correlative meaning.

“Reserves” means reserves that limit the Excess Availability under the Revolving Facility, consisting of reserves against Eligible Accounts and/or Eligible Inventory and/or Eligible Equipment, as applicable, established from time to time by the Lender, in the Lender’s reasonable (from the perspective of a secured lender) business judgment in accordance with Section 2.6, including without limitation rent reserves, reserves in respect of Bank Products, reserves in respect of suppliers the Lender has identified would be likely to exercise unpaid seller’s thirty (30) day goods rights to repossess goods or revendication rights, reserves in respect of dilution in excess of the percentage assumed by the Lender for the purpose of establishing the advance rates used to calculate the Borrowing Base, warehousemen’s and bailees’ charges, reserves established from time to time by the Lender in its reasonable (from the perspective of a secured lender) business judgment in respect of Priority Payables and with respect to amounts that the Lender believes may be required to be paid in connection with the preservation, protection, collection or realization of Collateral, or in connection with any obligation of any Credit Party set forth in any Credit Document.

“Revolving Commitment” means the commitment of the Lender to make Revolving Loans and to issue Letters of Credit under the Revolving Facility, up to an aggregate outstanding Principal Amount not exceeding \$20,000,000 (as such amount may be increased at the discretion of the Lender upon the exercise of the Accordion Option).

“Revolving Facility” means the revolving facility established pursuant to Section 2.1(a).

“Revolving Loan” means any Loan made under the Revolving Facility.

“Rollover” means the extension of any existing Adjusted Term SOFR Loan, CDOR Loan or Letter of Credit for an additional Interest Period, CDOR Period or Contract Period, as applicable.

“Rollover Date” means the date on which a Rollover occurs.

“SCFI” means Sierra Custom Foods Inc., a corporation existing under the laws of Ontario, and its successors and permitted assigns.

“Schedules” means the schedules to this Agreement, which are listed in Section 1.12.

“Securities” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including, without limitation, partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.

“Security” means all security agreements and other documents held by the Lender from time to time which secure or are intended to secure, directly or indirectly, repayment of the Obligations, and the security interests, assignments and Liens constituted thereby.

“Solvent” means:

- (a) with respect to a Canadian Credit Party that, as of the particular date of determination, (i) the aggregate property of such Credit Party is sufficient, if disposed of at a fairly conducted sale under legal process, to enable payment of all its obligations, due and accruing due; (ii) the aggregate property of such Credit Party is, at a fair valuation, sufficient to enable payment of all its obligations, due and accruing due; (iii) such Credit Party is able to meet its obligations as they generally become due; and (iv) such Credit Party has not ceased paying its current obligations in the ordinary course of business as they generally become due; and
- (b) with respect to any other Credit Party that, as of the particular date of determination, such Credit Party is “solvent” under Applicable Law;

and for purposes of this definition, the amount of any Contingent Obligation at such time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Subordinated Debt” means Debt owing by any Credit Party in respect of which the payee has agreed to postpone payment of all principal and interest thereon to payment and satisfaction in full of the Obligations and such payee has subordinated any security taken in respect of such Debt to the Lien of the Lender, all in form and substance satisfactory to the Lender in its sole discretion.

“Subsidiary” of any particular Person means any other Person in respect of which such Person and/or any one of its Affiliates holds, directly or indirectly, other than by way of security only, Securities or other Equity Interests to which are attached more than 50% of the votes that may be cast (or, through operation of law or otherwise, has the ability to elect or cause the election of a majority of the directors, members, or individuals holding similar positions, or having similar powers, to the board of directors, or other governing body of such other Person or otherwise controls in fact its activities.

“Tax” and **“Taxes”** include, at any time, all taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise,

payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges.

“Term Facility” means, collectively, Term Facility A and Term Facility B.

“Term Facility A” means the term loan facility established pursuant to Section 2.1(b).

“Term Facility A Borrowing Base” means, at any time it is to be determined, the lesser of (a) the Term Facility A Commitment at such time and (b) the lower of (i) 85% of the Net Orderly Liquidation Value of Eligible Equipment, and (ii) 75% of the hard cost of the new Eligible Equipment.

“Term Facility A Commitment” means, at the relevant time of determination, the commitment of the Lender to make Loans under Term Facility A in an aggregate outstanding Principal Amount not exceeding \$2,000,000 at any time (less the Principal Amount of Advances previously made under Term Facility A at such time), as such amount is permanently reduced from time to time in accordance with the terms hereof. As of the Closing Date, the Principal Amount outstanding under Term Facility A is \$0.00.

“Term Facility B” means the term loan facility established pursuant to Section 2.1(d).

“Term Facility B Commitment” means, at the relevant time of determination, the commitment of the Lender to make Loans under Term Facility B in an aggregate outstanding Principal Amount not exceeding \$3,000,000 at any time (less the Principal Amount of Advances previously made under Term Facility B at such time), as such amount is permanently reduced from time to time in accordance with the terms hereof. As of the Closing Date, the Principal Amount outstanding under Term Facility D is \$0.00.

“Term Loan” means a Loan advanced pursuant to the Term Facility.

“Term SOFR” means, for an Interest Period of 1, 3 or 6 months, the rate per annum determined by the Lender as the forward-looking term rate based on the secured overnight financing rate administered by CME Group Benchmark Administration Limited (or any successor administrator satisfactory to the Lender) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Lender from time to time) that is two (2) U.S. Government Securities Business Days before the start of the chosen Interest Period (or, if such rate is not ascertainable on such date, the immediately preceding U.S. Government Securities Business Day). Each determination of Term SOFR by the Lender shall be conclusive and binding absent manifest error.

“Term SOFR Benchmark Transition Event” means the occurrence of any of the following events with respect to Term SOFR (as determined by the Lender in its sole discretion): (a) Term SOFR (or the applicable Interest Period thereof) is no longer available or published, (b) the administrator of Term SOFR or a Governmental Authority having jurisdiction over the Lender has made a public statement that Term SOFR shall no longer

be made available, used or advisable for determining interest rates of loans; (c) loan agreements are currently being executed containing, or loan agreements that include benchmark replacement language similar to that contained in this Agreement, are being executed or modified (as applicable) to incorporate or adopt, a new benchmark interest rate to replace Term SOFR.

“Twelve Month Period” means the period of twelve (12) calendar months ending on or immediately prior to such date of determination.

“Type of Advance” means any type of Accommodation, determined by reference to the interest or discount option applicable thereto.

“Unaudited Financial Statements” means in respect of any particular period, as applicable, the unaudited consolidated and consolidating balance sheet of the Borrower Group as at the last day of such period, and the related unaudited consolidated and consolidating income statements, cash flow statements and changes in shareholders’ equity for such period, as applicable, and the accompanying notes thereto, all prepared in accordance with GAAP and setting forth in each case, in comparative form, figures for the corresponding period for the preceding period, as applicable, all in reasonable detail and fairly presenting in all material respects the financial position and the results of operations of the Borrower and each other Credit Party as at the date thereof and for the applicable period, then ended.

“US Dollars” and the symbol **“US\$”** each means lawful money of the United States of America.

“U.S. Government Securities Business Day” means a day other than (a) a Saturday or Sunday, and (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in US Government securities.

“Value” means, as at any particular date of determination: (a) with respect to Inventory, the lesser of fair market value and cost, using the “first in, first out” method of valuation applied in accordance with GAAP; (b) with respect to Receivables, the face amount thereof, exclusive of all sales, excise and similar taxes; and (c) with respect to Purchase Money Liens, the lesser of cost and fair market value, determined in accordance with GAAP.

“written” or **“in writing”** includes printing, typewriting, or any electronic means of communication capable of being legibly reproduced at the point of reception.

Section 1.2 Business Day

Except as otherwise expressly provided herein, if any payment or calculation is to be made pursuant to this Agreement, or any other action is to be taken pursuant to this Agreement, on or as of a day which is not a Business Day, such payment, calculation or other action, as applicable will be made or taken, as applicable, on or as of the next day that is a Business Day unless the Business Day next following the day is in the next following month, in which event the payment, calculation

or action shall be made or taken, as applicable, on or as of the immediately preceding Business Day.

Section 1.3 Quebec Collateral

For purposes of any Collateral located in the Province of Québec or charged by any deed of hypothec (or any other Security) and for all other purposes pursuant to which the interpretation or construction of Security may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (i) “personal property” shall be deemed to include “movable property”, (ii) “real property” shall be deemed to include “immovable property” and an “easement” shall be deemed to include a “servitude,” (iii) “tangible property” shall be deemed to include “corporeal property”, (iv) “intangible property” shall be deemed to include “incorporeal property”, (v) “security interest” and “mortgage” shall be deemed to include a “hypothec”, (vi) all references to filing, registering or recording financing statements or other required documents under the PPSA shall be deemed to include publication under the Civil Code of Quebec, and all references to releasing any Lien shall be deemed to include a release, discharge and mainlevée of a hypothec, (vii) all references to “perfection” of or “perfected” Liens shall be deemed to include a reference to the “opposability” of such Liens to third parties, (viii) any “right of offset”, “right of setoff” or similar expression shall be deemed to include a “right of compensation”, (ix) “goods” shall be deemed to include “corporeal movable property” other than chattel paper, documents of title, instruments, money and securities, and (x) an “agent” shall be deemed to include a “mandatary”.

Section 1.4 Accounting Principles and Calculations

Unless otherwise specifically provided herein, any accounting term used in this Agreement shall have the meaning customarily given such term in accordance with GAAP, and all financial computations hereunder shall be computed in accordance with GAAP consistently applied. That certain items or computations are explicitly modified by the phrase “in accordance with GAAP” shall in no way be construed to limit the foregoing. If there occurs after the Original Closing Date any change in GAAP from that used in the preparation of the financial statements referred to in Section 14.1(5) or if, after the Original Closing Date the Borrower and its Subsidiaries (if any) adopt any other accounting principles for use in the preparation of their financial statements (such changes in GAAP and such adoption being referred to herein as “**Accounting Changes**”) that affects in any respect the calculation of any covenants contained in this Agreement (including those in Section 14.3), the Lender and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenants with the intent of having the respective positions of the Lender and the Borrower after such Accounting Changes conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon by the Lender and the Borrower, or if no such changes are mutually agreed upon, the covenants in this Agreement (including those in Section 14.3) shall be calculated as if no Accounting Changes have occurred and all financial statements of the Borrower and its Subsidiaries (if any) shall be prepared and delivered in accordance with GAAP.

Section 1.5 Conflict

Except as otherwise provided in Article 5 with respect to Letters of Credit, in Article 6 with respect to MasterCard Advances or in Article 8 with respect to Hedging Arrangements, if there is a conflict or inconsistency between any provision of this Agreement and any provision of another Credit Document contemplated by or delivered under or in connection with this Agreement, the relevant provision of this Agreement shall prevail. For greater certainty, notwithstanding events of default set forth in such other Credit Documents, the events of default contained in such other Credit Documents will only be applicable to the extent that the relevant representation, warranty and/or covenant relating specifically to the property secured, charged or hypothecated by such other Credit Document is not addressed in the Credit Agreement.

Section 1.6 Currency

Unless otherwise specified, all dollar amounts stated herein refer to Canadian Dollars.

Section 1.7 Time of Essence

Time shall be of the essence in all provisions of this Agreement.

Section 1.8 Headings and Table of Contents

The division of this Agreement into sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

Section 1.9 General Interpretation

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. Unless otherwise specified, references in this Agreement to Sections, Schedules and exhibits are to sections of, and schedules and exhibits to, this Agreement. Unless otherwise specified, each reference to an enactment of legislation is deemed to be a reference to that enactment of legislation, and to the regulations made under that enactment, as amended or re-enacted from time to time. Unless otherwise specified, references to time of day or date mean the local time or date in the City of Toronto, Ontario. “**Including**” means “including without limitation” and the term “including” shall not be construed to limit any general statement that precedes such term to the specific or similar items or matters immediately following it.

Section 1.10 Computation of Time Periods

In this Agreement and any Note (if obtained) or other Credit Document, except where expressly otherwise provided, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to but excluding”.

Section 1.11 Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, such provision shall be deemed to be severable and the illegality, invalidity or unenforceability of such provision shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement or the legality, validity or enforceability of such provision in any other jurisdiction in which such provision is not illegal, invalid or unenforceable.

Section 1.12 Schedules and Exhibits

The following Schedules and Exhibits are attached to and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule 13.1(d)	Business and Operations
Schedule 13.1(e)	Approvals
Schedule 13.1(j)	Litigation
Schedule 13.1(l)	Taxes
Schedule 13.1(m)	Equity Interests
Schedule 13.1(s)	Intellectual Property
Schedule 13.1(t)	Real Property and Locations of Collateral
Schedule 13.1(u)(i)	Environmental Matters
Schedule 13.1(w)	Material Contracts and Licences
Schedule 13.1(x)	Existing Debt
Schedule 13.1(gg)	Inventory
Schedule 13.1(hh)	Deposit Accounts
Schedule 14.1(4)	Insurance
Schedule 14.2(8)	Transactions with Affiliates

<u>Exhibit</u>	<u>Description</u>
Exhibit "A"	Borrowing Base Certificate

<u>Exhibit</u>	<u>Description</u>
Exhibit “B”	Compliance Certificate
Exhibit “C”	Drawdown Notice
Exhibit “D”	Rollover/Conversion Notice
Exhibit “E”	Permitted Liens
Exhibit “F”	Seventh Amending Agreement
Exhibit “G”	Additional Capital Expenditures

ARTICLE 2 CREDIT FACILITIES

Section 2.1 Facilities

Subject to the terms and conditions set forth in this Agreement, the Lender hereby agrees to make available the following:

- (a) a revolving credit facility (the “**Revolving Facility**”) in favour of EMS in a maximum Principal Amount not exceeding the Revolving Commitment;
- (b) a non-revolving reducing term credit facility (“**Term Facility A**”) in favour of EMS in a maximum Principal Amount not exceeding the Term Facility A Commitment. Notwithstanding the foregoing or any other provision of this Agreement and for greater certainty, the Borrower and the Lender acknowledge and agree that Term Facility A made available under the Original Credit Agreement has been repaid in full shortly before the Closing Date and that, as such, there are no obligations owing by the Borrower in respect of Term Facility A and there is no Commitment on the part of the Lender to make any Advances under Term Facility A;
- (c) a demand treasury facility (the “**Hedging Facility**”), at the sole discretion of the Lender, up to an aggregate Principal Amount not to exceed \$2,000,000 in Deemed Hedge Exposure in favour of EMS;
- (d) a non-revolving reducing term credit facility (“**Term Facility B**”) in favour of EMS in a maximum Principal Amount not exceeding the Term Facility B Commitment. Notwithstanding the foregoing or any other provision of this Agreement and for greater certainty, the Borrower and the Lender acknowledge and agree that Term Facility B made available under the Original Credit Agreement has been repaid in full shortly before the Closing Date and that, as such, there are no obligations owing

by the Borrower in respect of Term Facility B and there is no Commitment on the part of the Lender to make any Advances under Term Facility B; and

- (e) a non-revolving letter of credit facility (the “**LC Facility**”) in a Maximum Principal Amount not exceeding the LC Facility Credit Limit.

Section 2.2 Advances

Subject to the terms and conditions set forth in this Agreement:

- (a) **Revolving Facility.** The Borrower may borrow, repay and reborrow under the Revolving Facility provided that the Aggregate Revolver Outstandings do not at any time exceed the lesser of the Revolving Commitment and the Borrowing Base at such time.
- (b) **Term Facility A.** The Borrower may borrow by way of multiple Advances of no less than \$250,000 each under Term Facility A, provided that the aggregate Principal Amount outstanding thereunder does not at any time exceed the lesser of the Term Facility A Commitment and the Term Facility A Borrowing Base.
- (c) **Hedging Facility.** The Borrower may obtain advances by way of Hedging Arrangements under the Hedging Facility at the sole discretion of the Lender up to a maximum Principal Amount not to exceed the Deemed Hedge Exposure limit referred to in Section 2.1(c) and the Lender may cancel further availability under the demand treasury facility established under Hedging Facility at any time without notice to the Borrower. This shall not affect Hedging Arrangements outstanding at the time of cancellation. For greater certainty, the Borrower may enter into Hedging Arrangements under the Hedging Facility in the sole discretion of the Lender, provided that the Aggregate Deemed Hedge Exposure in respect of all such Hedging Arrangements does not exceed \$2,000,000 and the aggregate face value in respect of all such Hedging Arrangements does not exceed \$15,000,000.
- (d) **Term Facility B.** The Borrower may borrow by way of up to three Advances under Term Facility B, each such Advance in a Principal Amount of not less than \$750,000, provided, however, that the aggregate Principal Amount of the three Advances shall not exceed the Term Facility B Commitment.
- (e) **LC Facility.** The Borrower may only obtain Letters of Credit under the LC Facility in an aggregate maximum Principal Amount not exceeding the LC Facility Credit Limit.

Section 2.3 Availments

The Borrower may avail itself of the Facilities at any time and from time to time prior to the Maturity Date, subject to and in accordance with the terms and conditions set forth herein. Subject to the terms and conditions set forth in this Agreement, the Lender agrees to make the following Accommodations available to the Borrower under the Facilities:

- (a) the Revolving Facility shall be available by way of Prime Rate Loans, Base Rate Loans, CDOR Loans, Adjusted Term SOFR Loans, Letters of Credit and MasterCard Advances;
- (b) the Term Facility shall be available by way of Prime Rate Loans and CDOR Loans;
- (c) the Hedging Facility shall be available by way of Hedging Arrangements; and
- (d) the LC Facility shall be available by way of Letters of Credit only.

Section 2.4 Purpose of Advances

The Borrower shall use the proceeds of all Advances hereunder for such legal and proper purposes as are consistent with all Applicable Laws and with the terms of this Agreement; and without limiting the foregoing, the Borrower shall use the proceeds of any particular Advance as follows:

- (a) the proceeds of all Advances under the Revolving Facility shall be used solely to repay certain existing indebtedness, repay certain shareholder loans (as agreed to in writing from time to time by the Lender) and to provide for the ongoing general corporate and working capital purposes of the Borrower and its Subsidiaries, and for such other legal and proper purposes as are consistent with this Agreement and Applicable Law. Notwithstanding the foregoing and for greater certainty, the Borrower shall not (other than in respect of the \$2,800,000 which the Borrower has already drawn down prior to the Closing Date and used for the prohibited purposes indicated below) directly or indirectly use the proceeds of Advances under the Revolving Facility for purposes of directly or indirectly assisting with or financing the construction/leasehold improvements being undertaken in respect of the cold storage warehouse facility located at premises municipally known as 90 Glover Road, Hamilton, Ontario L8W 3T7;
- (b) the proceeds of all Advances under the Term Facility A shall be used to finance Capital Expenditures in respect of Eligible Equipment, including up to 75% of the "hard costs" (i.e., excluding taxes, labour and leasehold improvements), subject to a maximum of \$500,000, of Eligible Equipment purchased since January 1, 2012 provided that all such Advances in respect of Eligible Equipment purchased since January 1, 2012 but before the Original Closing Date shall have been made on or before December 31, 2013;
- (c) the proceeds of all Advances by way of Hedging Arrangements under the Hedging Facility shall be used by the Borrower solely to assist in foreign exchange risk management by the Borrower in the normal course of its operations;
- (d) the proceeds of all Advances under Term Facility B shall be used to finance Capital Expenditures in respect of Eligible Equipment; and
- (e) the proceeds of all Advances under the LC Facility shall be used by the Borrower solely for purposes of providing Letters of Credit in favour of relevant Persons in

support of capital expansion projects undertaken by the Borrower from time to time with the approval of the Lender.

Section 2.5 Borrowing Procedures

- (1) ***Drawdown Notice.*** Each drawdown of an Advance (other than an Advance under the Hedging Facility or a MasterCard Advance) shall be made upon the Borrower's irrevocable written notice, substantially in the form attached as Exhibit "C" (a "**Drawdown Notice**"), delivered to the Lender at or before the applicable time specified below for such Type of Advance:

<u>Type of Advance</u>	<u>Notice</u>
Prime Rate Loans and Base Rate Loans of less than \$10,000,000	Before 1:30 p.m. on the same Business Day of the requested Advance.
Prime Rate Loans and Base Rate Loans of \$10,000,000 or more	Before 11:00 a.m. two Business Days prior to the requested Drawdown Date.
CDOR Loans	Before 11:00 a.m. two Business Days prior to the requested Drawdown Date.
Adjusted Term SOFR Loans	Before 11:00 a.m. three U.S. Government Securities Business Day prior to the requested Drawdown Date.
Letters of Credit	Before 11:00 a.m. five Business Days prior to the requested Issuance Date.

Each Drawdown Notice must specify the Borrower's requested Type of Advance, Drawdown Date (which must be a Business Day), Principal Amount and the Contract Period, CDOR Period or Interest Period, if applicable.

- (2) ***Drawdown Notice Irrevocable.*** Any Drawdown Notice made pursuant to Section 2.5(1) shall be irrevocable and the Borrower shall be bound to borrow the funds requested therein in accordance therewith. The crediting of the applicable Advance to the Borrower in the Lender's records conclusively establishes, in the absence of manifest error, the Borrower's obligation to repay such Advance as provided herein.
- (3) ***No Liability.*** The Lender shall be entitled to rely upon, and shall not incur any liability to the Borrower as a result of acting upon, any Drawdown Notice. The Lender shall not be responsible for any error or omission in any Drawdown Notice or in the performance thereof and the Borrower shall indemnify the Lender for any Loss or expense suffered or incurred by the Lender as a consequence of the Lender acting upon instructions given in any such Drawdown Notice.

- (4) ***Limits on Advances.*** Notwithstanding any other term of this Agreement, the Borrower shall not request an Advance under any Facility, and the Lender shall not be obligated to make an Advance under such Facility, if:
- (a) the amount of such Advance would exceed the Excess Availability under such Facility;
 - (b) such Advance would have a maturity date, Contract Period, CDOR Period or Interest Period, as applicable, that extends beyond the Maturity Date of such Facility; or
 - (c) Section 3.4 would be applicable to such Advance.
- (5) ***Determination of Rates and Fees.*** Each determination by the Lender of any applicable rate or fee shall, in the absence of manifest error, be final, conclusive and binding on the Borrower.

Section 2.6 Reserves

Notwithstanding any other provision of this Agreement to the contrary, the Lender shall have the right at any time and from time to time, in the exercise of its reasonable (from the perspective of a secured lender) business judgment, to establish Reserves, and to adjust the amount of any existing Reserve, against the amount of Revolving Loan which the Borrower may otherwise request hereunder, in such amounts and with respect to such matters as the Lender shall, in the exercise of its reasonable (from the perspective of a secured lender) business judgment, deem necessary or appropriate, including, without limitation, (i) Reserves in respect of dilution and Reserves in respect of amounts owing by any Credit Party to holders of Liens that may have priority over the Liens of the Lender (regardless of whether such third party Liens are Permitted Liens) and (ii) Reserves in respect of any accounts payable that are more than thirty (30) days past the date on which payment thereof is due. The amount of all Reserves established by the Lender shall, without duplication, be subtracted from the Borrowing Base when calculating the Excess Availability in respect of the relevant Facility.

Section 2.7 Bank Products

The Borrower may request and the Lender may, in its sole and absolute discretion, arrange for the Borrower to obtain, Bank Products. If Bank Products are provided by an Affiliate of the Lender, the Borrower agrees to indemnify and hold the Lender harmless from all costs and obligations now or hereafter incurred by the Lender which arise from any indemnity given by the Lender to such Affiliate related to such Bank Products. This indemnity obligation shall survive payment of the Obligations and termination of this Agreement. The Borrower acknowledges and agrees that the obtaining of Bank Products from the Lender or any of its Affiliates is subject to all rules and regulations of the Lender or such Affiliate that are applicable to such Bank Products.

Section 2.8 Conversion of Loans

Subject to this Agreement, the Borrower may, during the term of this Agreement, effective on any Business Day, convert, in whole or in part, any outstanding Advance (other than Advances

by way of Letter of Credit, MasterCard Advance or Hedging Arrangement) under a particular Facility into another Type of Advance permitted under such Facility (other than an Advance by way of Letter of Credit, MasterCard Advance or Hedging Arrangement) upon the Borrower's irrevocable written notice, substantially in the form attached hereto as Exhibit "D" (in either case, a "**Conversion Notice**", delivered to the Lender at or before the applicable time specified in Section 2.5(1) for the Type of Advance into which the outstanding Advance is to be converted under Section 2.5(1), subject to the following conditions:

- (a) notwithstanding any other term in this Agreement, no Advance denominated in Canadian Dollars may be converted into an Advance denominated in US Dollars and no Advance denominated in US Dollars may be converted into an Advance denominated in Canadian Dollars;
- (b) each Conversion shall be for minimum aggregate amounts and whole multiples in excess thereof as are specified in respect of that Type of Advance in this Article 2;
- (c) an Adjusted Term SOFR Loan may only be converted on the last day of the relevant Interest Period;
- (d) a CDOR Loan may only be converted on the last day of the relevant CDOR Period;
- (e) a Conversion into an Adjusted Term SOFR Loan or CDOR Loan (as applicable) shall only be made to the extent that the conditions outlined in Section 3.4 shall not exist on the relevant Conversion Date; and
- (f) no Event of Default shall have occurred and be continuing on the relevant Conversion Date or after giving effect to the Conversion to be made on such Conversion Date.

Section 2.9 Conversion and Rollover Not Repayment

No Conversion or Rollover shall constitute a repayment of any Advance or a new Advance.

Section 2.10 Deposit of Proceeds of Advances

The Lender shall credit to the Borrower's Account on the applicable Drawdown Date the proceeds of each Advance made by way of Prime Rate Loan, Base Loan, Adjusted Term SOFR Loan or CDOR Loan.

Section 2.11 Evidence of Obligations

The Lender shall open and maintain at its Branch of Account, accounts and records evidencing the Obligations of the Borrower under this Agreement and all Advances and repayments made hereunder, which shall constitute conclusive evidence thereof in the absence of manifest error provided, however, that the obligations of the Borrower and the other Credit Parties to make payment under and in connection with this Agreement and the other Credit Documents shall not be affected by any failure to the Lender to make or maintain any such account or record.

The Lender may, but shall not be obliged to, require the Borrower to execute and deliver to the Lender Notes from time to time as additional evidence of the Obligations.

Section 2.12 Accordion

The Borrower shall have the right, upon at least 90 days prior written notice to the Lender, to request an increase in the Revolving Commitment by an amount of up to \$10,000,000 (in increments of at least \$5,000,000) (the “**Accordion Option**”), provided that (a) no Default or Event of Default shall have occurred and then be continuing or shall result from such increase; (b) the Lender in its sole discretion agrees and consents in writing to such increase in the Revolving Commitment; and (c) the Borrower and each other Credit Party is and will be, on and after the date of such increase, in compliance with all of its obligations and covenants under the Credit Documents, including without limitation the financial covenants set out in this Agreement.

ARTICLE 3 INTEREST, FEES AND EXPENSES

Section 3.1 Interest on Loans

- (1) The Borrower shall pay to the Lender on each Interest Payment Date interest calculated and payable in accordance with this Article 3, both before and after maturity, default and judgment on the unpaid Principal Amount of each Loan made hereunder from the date of the Advance until the Principal Amount of such loan is repaid in full, at the following rates per annum:
 - (a) with respect to each Prime Rate Loan, at a rate per annum equal to the Prime Rate plus the applicable Prime Rate Margin;
 - (b) with respect to each Base Rate Loan, at a rate per annum equal to the Base Rate plus the Base Rate Margin;
 - (c) with respect to each CDOR Loan, at a rate per annum equal, at all times during each CDOR Period for such CDOR Loan, to the sum of the CDOR Rate for such CDOR Period plus the applicable CDOR Margin; and
 - (d) with respect to each Adjusted Term SOFR Loan, at a rate per annum equal, at all times during each Interest Period for such Adjusted Term SOFR Loan, to the sum of the Adjusted Term SOFR for such Interest Period plus the Adjusted Term SOFR Margin.
- (2) Each change in the Prime Rate or Base Rate announced by the Lender shall result in a corresponding change in the rate of interest payable hereunder for Prime Rate Loans or Base Rate Loans, as applicable.
- (3) If any Event of Default occurs and is continuing and the Lender in its discretion so elects, then, while any such Event of Default is continuing, and, after notification of the Borrower, all of the Obligations shall bear interest at the Default Rate applicable thereto.

Section 3.2 Overdue Amounts

- (1) The Borrower shall pay to the Lender interest as prescribed in this Agreement both before and after demand, default and judgment. Interest on any overdue amounts hereunder is payable upon demand by the Lender (a) for overdue amounts in Canadian Dollars, at the Prime Rate plus the Applicable Margin plus 2.00% per annum, and (b) for overdue amounts in US Dollars at the Base Rate plus the Applicable Margin plus 2.00% per annum, in each case calculated on a daily basis on the actual number of days elapsed in a 365 or 366 day year, as applicable, computed from the date the amount becomes due until such overdue amount is paid in full, and shall be compounded on the last Business Day of each month ending during such period of arrears. The Borrower shall pay interest on any Excess Amount, upon demand by the Lender (a) for Excess Amounts in Canadian Dollars, at the Prime Rate plus the Applicable Margin plus 2.00% per annum, and (b) for Excess Amounts in US Dollars, at the Base Rate plus the Applicable Margin plus 2.00% per annum, in each case calculated on a daily basis on the actual number of days elapsed in a 365 or 366 day year, as applicable, computed from the date on which such Excess Amount arises to, but excluding, the date on which such Excess Amount is repaid and shall be compounded on the last Business Day of each month ending during such period of arrears.

Section 3.3 Confirmation of Certain Rates

- (1) The Lender shall, prior to 11:00 a.m. (Toronto time) on the second Business Day immediately preceding the commencement of each Interest Period in respect of an Adjusted Term SOFR Loan, including the first such Interest Period, endeavour to inform the Borrower of the prevailing Adjusted Term SOFR for the relevant Interest Period.
- (2) The Lender shall, prior to 11:00 a.m. (Toronto time) on the second Business Day immediately preceding the commencement of each CDOR Period in respect of a CDOR Loan including the first such CDOR Period, endeavour to inform the Borrower of the prevailing CDOR Rate for the relevant CDOR Period.

Section 3.4 Inability to Determine Rates

- (1) If the Lender determines for any reason that adequate and reasonable means do not exist for determining Adjusted Term SOFR for any requested Interest Period with respect to a proposed Adjusted Term SOFR Loan (and such reason or related circumstance are, in the opinion of the Lender, likely to be temporary), the Lender will endeavour to promptly so notify the applicable Borrower. Thereafter, the obligation of the Lender to make or maintain Adjusted Term SOFR Loans shall be suspended until the Lender revokes such notice. Upon receipt of such notice, the Borrower may, upon two U.S. Government Securities Business Days' prior written notice to the Lender, revoke any pending request for a borrowing, conversion or continuation of Adjusted Term SOFR Loans and, unless the Lender receives such revocation notice not less than two U.S. Government Securities Business Days' prior to the applicable proposed date for the Adjusted Term SOFR Loan (or in the event that the Lender fails, for whatever reason, to provide notice to the applicable Borrower that adequate and reasonable means do not exist for determining Adjusted Term

SOFR), the applicable Borrower will be deemed to have converted such request into a request for a borrowing of Base Rate Advances in the amount specified therein.

(2) Notwithstanding anything to the contrary herein, after the occurrence of:

- (a) a Term SOFR Benchmark Transition Event, or
- (b) the Lender determining in its discretion that Adjusted Term SOFR for any Interest Period does not adequately and fairly reflect the cost of the Lender of funding any Adjusted Term SOFR Loan,

then, in either case, the Lender may (in its sole discretion) do any one or a combination of the following:

- (i) select a new reference rate to replace Adjusted Term SOFR under this Agreement and make corresponding adjustments (which could be positive, negative or zero) to the inputs of Adjusted Term SOFR, the applicable margins, spreads or other interest rates;
 - (ii) adjust the inputs of Adjusted Term SOFR, the applicable margins, spreads, available interest periods or other interest rates applicable to Adjusted Term SOFR loans (which adjustments could be positive, negative or zero);
 - (iii) unilaterally make, by way of written notice to the Borrower, any amendments to this Agreement or any other Credit Documents as the Lender requires to give effect to any of the foregoing in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any such market practice is not administratively feasible or if the Lender determines that no market practice currently exists, in such other manner as the Lender decides is reasonably necessary), which changes will be effective without any further action or consent from the Borrower or any other Credit Party; and/or
 - (iv) deem any Drawdown Request for Adjusted Term SOFR Loans to convert into a request for a borrowing of Base Rate Advances (adjusted to account for any additional interest rate margins or spreads as notified by the Lender to the Borrower) in the amount specified therein.
- (3) If the Lender determines for any reason that adequate and reasonable means do not exist for determining CDOR Rate for any requested CDOR Period with respect to a proposed CDOR Loan (and such reason or related circumstance are, in the opinion of the Lender, likely to be temporary), the Lender will endeavour to promptly so notify the applicable Borrower. Thereafter, the obligation of the Lender to make or maintain CDOR Loans shall be suspended until the Lender revokes such notice. Upon receipt of such notice, the Borrower may, upon two Business Days' prior written notice to the Lender, revoke any pending request for a borrowing, conversion or continuation of CDOR Loans and, unless the Lender receives such revocation notice not less than two Business Days' prior to the applicable proposed date for the CDOR Loan (or in the event that the Lender fails, for

whatever reason, to provide notice to the applicable Borrower that adequate and reasonable means do not exist for determining CDOR Rate), the applicable Borrower will be deemed to have converted such request into a request for a borrowing of Prime Rate Advances in the amount specified therein.

- (4) Notwithstanding anything to the contrary herein, after the occurrence of:
- (a) a CDOR Benchmark Transition Event, or
 - (b) the Lender determining in its discretion that the CDOR Rate for any CDOR Period does not adequately and fairly reflect the cost of the Lender of funding any CDOR Loan,

then, in either case, the Lender may (in its sole discretion) do any one or a combination of the following:

- (i) select a new reference rate to replace CDOR Rate under this Agreement and make corresponding adjustments (which could be positive, negative or zero) to the inputs of CDOR Rate, the applicable margins, spreads or other interest rates;
- (ii) adjust the inputs of CDOR Rate, the applicable margins, spreads, available interest periods or other interest rates applicable to CDOR Loans (which adjustments could be positive, negative or zero);
- (iii) unilaterally make, by way of written notice to the Borrower, any amendments to this Agreement or any other Credit Documents as the Lender requires to give effect to any of the foregoing in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any such market practice is not administratively feasible or if the Lender determines that no market practice currently exists, in such other manner as the Lender decides is reasonably necessary), which changes will be effective without any further action or consent from the Borrower or any other Credit Party; and/or
- (iv) deem any Drawdown Request for CDOR Loans to convert into a request for a borrowing of Prime Rate Advances (adjusted to account for any additional interest rate margins or spreads as notified by the Lender to the Borrower) in the amount specified therein.

Section 3.5 Payment of Interest

- (1) Accrued interest in relation to each Adjusted Term SOFR Loan shall be payable in arrears on the earlier of the last day of (i) the relevant Interest Period; and (ii) the 90 day period commencing with the first day of such Interest Period, provided that if such last day of such 90 day period is not a U.S. Government Securities Business Day, such last day shall be extended to the next succeeding U.S. Government Securities Business Day unless such next succeeding U.S. Government Securities Business Day falls in the next calendar month

in which event such last day shall be the preceding U.S. Government Securities Business Day.

- (2) Accrued interest in relation to each CDOR Loan shall be payable in arrears on the earlier of the last day of (i) the relevant CDOR Period; and (ii) the 90 day period commencing with the first day of such CDOR Period, provided that if such last day of such 90 day period is not a Business Day, such last day shall be extended to the next succeeding Business Day unless such next succeeding Business Day falls in the next calendar month in which event such last day shall be the preceding Business Day.
- (3) Interest on each Loan hereunder on which interest is payable shall accrue from day to day from the first day of an Interest Period, CDOR Period, Contract Period or the Drawdown Date, as the case may be, to the last day of the Interest Period, CDOR Period, Contract Period or Drawdown Date, as the case may be, and shall be calculated on the basis of the actual number of days elapsed divided by, in the case of an Adjusted Term SOFR Loan, 360, and, in the case of each Prime Rate Loan, CDOR Loan and Base Rate Loan, the actual number of days in the relevant calendar year, whether 365 or 366, as the case may be.
- (4) For the purposes of the *Interest Act* (Canada), whenever any interest or fee under this Agreement is calculated using a rate based on a period other than a calendar year, such rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to such rate as determined multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends and divided by the number of days comprising such other period.
- (5) The Lender's certificate as to each amount and/or each rate of interest payable hereunder shall, in the absence of error which the Borrower can demonstrate to the reasonable satisfaction of the Lender, be conclusive evidence of such amount and/or rate.
- (6) If any provision of this Agreement or any other Credit Document would obligate the Borrower or a Credit Party to make any payment of interest or other amount payable to the Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lender of interest at a criminal rate (as construed under the *Criminal Code* (Canada)), then notwithstanding that provision, that amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or result in a receipt by the Lender of interest at a criminal rate, the adjustment to be effected, to the extent necessary, as follows:
 - (a) first, by reducing the amount or rate of interest required to be paid to the Lender under this Article 3; and
 - (b) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lender which would constitute interest for purposes of the *Criminal Code* (Canada);

provided that, notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the Lender receives an amount in excess of the maximum

permitted by the *Criminal Code* (Canada), then the Borrower shall be entitled, by notice in writing to the Lender, to obtain reimbursement from the Lender in an amount equal to the excess, and pending reimbursement, the amount of the excess shall be deemed to be an amount payable by the Lender to the Borrower.

- (7) Any amount or rate of interest referred to in this Agreement shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that any Advance remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the *Criminal Code* (Canada)) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the earlier of the date of advance and the Closing Date to the relevant Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Lender shall be conclusive for the purposes of that determination.

Section 3.6 [Intentionally Deleted]

Section 3.7 Standby Commitment Fee

Commencing on the Closing Date, the Borrower shall pay to the Lender a standby commitment fee in Canadian Dollars at an annual rate (based on a 365 day year, or 366 days in the case of a leap year) of 0.25% on the undrawn portion of the amount of the Revolving Commitment, such fee to be calculated and payable monthly, in arrears, on the first Business Day following the end of each calendar month, on the outstanding daily undrawn portion of the Revolving Credit, for the period from the Closing Date to and including the last day of the first calendar month ending after the Closing Date and thereafter from the first day of each calendar month to and including the last day of such calendar month. The Lender will debit the Borrower’s Account for the amount of each commitment fee payable hereunder. For purposes of determining the undrawn portion of the Revolving Credit in respect of any Advance in US Dollars, the Lender shall determine the Exchange Equivalent of such Advance in Canadian Dollars on the first Business Day of the month in which such commitment fee is payable.

Section 3.8 Arrangement Fee

The Borrower shall pay to the Lender on the Closing Date an arrangement fee in the amount of \$30,000, which arrangement fee shall be due and payable and fully-earned on the Closing Date.

Section 3.9 Cash Management Fees

The Borrower shall pay to the Lender monthly cash management fees, on a per transaction basis, as agreed between the Borrower and the Lender.

Section 3.10 Field Examination Fees

The Borrower shall, forthwith upon request by the Lender, pay to the Lender a fee for each field examination of the Collateral performed by the Lender or its agents or representatives, calculated in a manner consistent with the Lender’s normal practices at the Lender’s then standard

rate charged by it for such field examinations and the Borrower shall reimburse the Lender for all reasonable out-of-pocket expenses incurred in connection therewith.

Section 3.11 Monthly Administration Fees

The Borrower shall pay to the Lender an administration fee in the amount of \$1,000 on the first Business Day of each calendar month (provided that the monthly administration fee for the calendar month during which the initial Advance is made hereunder shall be pro rated, based upon the number of days in such calendar month) and such administration fee shall be paid by the Borrower so long as any Obligations remain owing to the Lender or the Lender has any obligation to make any Accommodation available to the Borrower.

Section 3.12 Termination Fee

- (1) The Borrower may terminate all of the Facilities in whole (but not in part) at any time prior to the third anniversary of the Closing Date if: (i) the Borrower provides the Lender with not less than ninety (90) days' prior written notice of its intention to terminate the Facilities, and (ii) the Borrower repays in full all outstanding Obligations, together with all accrued and unpaid interest thereon, all accrued and unpaid commitment fees and all other fees due hereunder (including any prepayment fee payable pursuant to Section 3.12(2)) to the Maturity Date, and (iii) all outstanding Letters of Credit and Hedging Arrangements are terminated to the satisfaction of the Lender, or the obligations pursuant to all such Letters of Credit and Hedging Arrangements are cash collateralized or otherwise secured in such form and in such amount as is satisfactory to the Lender.
- (2) If the Borrower terminates the Facilities prior to the third anniversary of the Closing Date, or if all or any of the Obligations are declared due and payable pursuant to Article 15, the Borrower shall pay a prepayment fee to the Lender, as liquidated damages for the loss of bargain and not as a penalty, in an amount equal to (i) one percent (1%) of the aggregate Commitments under all Facilities, if such termination or declaration occurs on or prior to the first anniversary of the date hereof, or (ii) one-half of one percent (0.50%) of the aggregate Commitments under all Facilities, if such termination or declaration occurs after the first anniversary of the Closing Date, but on or prior to the second anniversary of the Closing Date, or (iii) one-quarter of one percent (0.25%) of the aggregate Commitments under all Facilities, if such termination or declaration occurs after the second anniversary of the Closing Date.
- (3) Notwithstanding the foregoing, the Borrower shall not be obligated to pay any prepayment fee that would otherwise be payable pursuant to Section 3.12(2) if the Borrower terminates the Facilities as a result of the transfer of such Facilities to another division of Bank of Montreal.

Section 3.13 Fees for Hedging Arrangements

Hedging Arrangements shall be provided at the Lender's rates in effect on the date on which such Hedging Arrangements become effective, as determined by the Lender, and any such determination shall, in the absence of manifest error, be final, conclusive and binding upon the Borrower.

Section 3.14 Indemnity

- (1) **General.** Each Credit Party shall, and does hereby, jointly and severally indemnify the Indemnified Persons against all suits, actions, proceedings, claims, Losses, expenses (including fees, charges and disbursements of counsel, however, excluding for greater certainty, Excluded Taxes), damages and liabilities including, without limitation, liabilities arising under Environmental Laws that the Lender may sustain or incur as a consequence of (i) any default under this Agreement or any other Credit Document, (ii) any misrepresentation contained in any writing delivered to the Lender in connection with this Agreement, (iii) the Lender entering into this Agreement, (iv) the use of proceeds of any Facility, or (v) the operations of any of the Credit Parties or any Affiliate of any of the Credit Parties, except that no Indemnified Person shall be indemnified for any of the foregoing matters to the extent the same resulted from its own gross negligence or wilful misconduct as determined by a court of competent jurisdiction.
- (2) **Certificate.** A certificate of the Lender setting out the basis for the determination of the amount necessary to indemnify the relevant Person pursuant to this Section 3.14(2) shall be conclusive evidence, absent manifest error, of the correctness of that determination.
- (3) **Survival.** It is the intention of each of the Credit Parties and the Lender this Section 3.14 shall supersede any other provisions in this Agreement which in any way limit the liability of any of the Credit Parties and that each of the Credit Parties shall be liable for any obligations arising under this Section 3.14 even if the amount of the liability incurred exceeds the amount of the other Obligations. The obligations of the Credit Parties under this Section 3.14(3) are joint and several and absolute and unconditional and shall not be affected by any act, omission or circumstance whatsoever, whether or not occasioned by the fault of the Lender, except in respect of gross negligence or wilful misconduct by it. The obligations of each of the Credit Parties under this Section 3.14 shall survive the repayment of the other Obligations and the termination of the Facilities.

Section 3.15 Breakage Costs

- (1) The Borrower may not repay, prepay or cancel any Advance made by way of a CDOR Loan or an Adjusted Term SOFR Loan prior to the expiry of the CDOR Period or Interest Period relating thereto.
- (2) If a Borrower repays, prepays or cancels an Advance (including repayment pursuant to Section 3.12 by way of a CDOR Loan or an Adjusted Term SOFR Loan, Letter of Credit or Hedging Arrangement), the Borrower shall indemnify the Lender for any loss or expense suffered or incurred by the Lender including any loss of profit or expenses which the Lender incurs by reason of the liquidation or redeployment of deposits or other funds acquired by it to effect or maintain the Advance or any interest or other charges payable to lenders of funds borrowed by the Lender in order to maintain the Advance together with any other charges, costs or expenses incurred by the Lender relative thereto.

- (3) A certificate of the Lender setting out the basis for the determination of the amount necessary to indemnify the Lender pursuant to this Section 3.15 shall be conclusive evidence, absent manifest error, of the correctness of such determination.

Section 3.16 Change in Circumstances

- (1) ***Reduction in Rate of Return.*** If at any time the Lender determines, acting reasonably, that any change in any Applicable Law or any interpretation thereof after the date of this Agreement, or compliance by the Lender with any direction, requirement, guidelines or policies or request from any Governmental Authority given after the date of this Agreement, whether or not having the force of law, has or would have, as a consequence of the Lender's obligations under this Agreement, and taking into consideration the Lender's policies with respect to capital adequacy, the effect of reducing the rate of return on the Lender's capital (in respect of making, maintaining or funding an Advance hereunder) to a level below that which the Lender would have achieved but for the change or compliance, then from time to time, upon demand of the Lender, the Borrower shall pay the Lender such additional amounts as will compensate the Lender for the reduction.
- (2) ***Taxes, Reserves, Capital Adequacy, etc.*** If, after the date of this Agreement, the introduction of any Applicable Law or any change or introduction of a change in any Applicable Law (whether or not having the force of law) or in the interpretation or application thereof by any court or by any Governmental Authority, central bank or other authority or entity charged with the administration thereof, or any change in the compliance of the Lender therewith now or hereafter:
 - (a) subjects the Lender to, or causes the withdrawal or termination of a previously granted exemption with respect to, any Tax or changes the basis of taxation, or increases any existing Tax on payments of principal, interest, fees or other amounts payable by the Borrower to the Lender under or by virtue of this Agreement (except for Excluded Taxes); or
 - (b) imposes, modifies or deems applicable any reserve, special deposit, deposit insurance or similar requirement against assets held by, or deposits in or for the account of, or loans by or any other acquisition of funds by, an office of the Lender in respect of any Advance or any other condition with respect to this Agreement;

and the result of any of the foregoing, in the sole determination of the Lender acting reasonably, shall be to increase the cost to, or reduce the amount received or receivable by the Lender or its effective rate of return in respect of making, maintaining or funding an Advance hereunder, the Lender shall, acting reasonably, determine that amount of money which shall compensate the Lender for the increase in cost or reduction in income.

- (3) ***Payment of Additional Compensation.*** If the Lender determines that it is entitled to compensation in accordance with the provisions of this Section 3.16 ("**Additional Compensation**"), the Lender shall promptly so notify the Borrower and shall provide to the Borrower a photocopy of the relevant Applicable Law or direction, requirement, guideline, policy or request, as applicable, and a certificate of an officer of the Lender

setting forth the Additional Compensation and the basis of calculation thereof, which shall be conclusive evidence of the Additional Compensation in the absence of manifest error. The Borrower shall pay to the Lender within 30 Business Days of the giving of notice the Additional Compensation for the account of the Lender accruing from the date of the notification. The Lender shall be entitled to be paid Additional Compensation from time to time to the extent that the provisions of this Section 3.16 are then applicable notwithstanding that the Lender has previously been paid Additional Compensation.

Section 3.17 Illegality

If any Applicable Law, or any change therein or in the interpretation or application thereof by any court or by any Governmental Authority or central bank or other authority or entity charged with the interpretation or administration thereof, or compliance by the Lender with any request or direction (whether or not having the force of law) of any Governmental Authority, central bank or other authority or entity charged with the administration or interpretation thereof, now or hereafter makes it unlawful or impossible for the Lender to make, fund or maintain an Advance or to perform its obligations under or by virtue of this Agreement, the Lender may, by written notice thereof to the Borrower, terminate its obligations to make further Advances under this Agreement, and the Borrower, if required by the Lender, shall repay forthwith (or at the end of such longer period as the Lender in its discretion has agreed) the Principal Amount of the Advance together with accrued interest without penalty or bonus and such Additional Compensation as may be applicable to the date of payment and all other outstanding Obligations to the Lender. If any change shall only affect a portion of the Lender's obligations under this Agreement which is, in the opinion of the Lender, severable from the remainder of this Agreement so that the remainder of this Agreement may be continued in full force and effect without otherwise affecting any of the obligations of the Lender or the Borrower under this Agreement, the Lender shall only declare its obligations under that portion so terminated by written notice to the Borrower.

ARTICLE 4 CDOR LOANS

Section 4.1 Minimum Advance.

Each Advance by way of CDOR Loan shall be in a minimum aggregate amount of \$5,000,000 and larger whole multiples of \$100,000.

Section 4.2 Term.

Each CDOR Loan shall have a CDOR Period of one or three months (each month being a period of 30 days for purposes of this Section), subject to availability. No CDOR Period of a CDOR Loan shall extend beyond the Maturity Date.

Section 4.3 Rollover of CDOR Loans.

At least three Business Days before the expiry of the CDOR Period of each CDOR Loan, the Borrower shall notify the Lender by irrevocable telephone notice, followed by written confirmation on the same day in form and substance substantially in accordance with Exhibit "D", if it intends to:

- (a) enter into a new CDOR Period with respect to the maturing CDOR Loan, or
- (b) repay the maturing CDOR Loan.

If the Borrower fails to provide the foregoing notice or make the required payment, payment of its Obligations to the Lender with respect to that maturing CDOR Loan shall be funded with an Advance under a Prime Rate Loan in the amount outstanding under that CDOR Loan.

ARTICLE 5

LETTERS OF CREDIT

Section 5.1 Letters of Credit

The Lender agrees, on the terms and subject to the conditions hereinafter set forth, to issue Letters of Credit in (i) Canadian Dollars or US Dollars or such other major currency as the Lender may agree in its sole discretion under the Revolving Facility, and (ii) in Canadian Dollars only under the LC Facility, for the account of the Borrower from time to time on any Business Day prior to 5 Business Days before the Maturity Date. The aggregate Principal Amount of Letters of Credit issued and outstanding (a) at any time under the Revolving Facility shall not exceed \$3,000,000 (including the Exchange Equivalent thereof in Canadian Dollars of any letters of Credit issued in a different currency) and, (b) at any time under the LC Facility shall not exceed \$2,500,000. No Letter of Credit issued hereunder shall expire on a date that is later than the earlier of (a) the date immediately preceding the first anniversary of the date on which such Letter of Credit was issued or renewed, if applicable, and (b) the Maturity Date. Each Drawdown Notice for a Letter of Credit shall be accompanied by a Letter of Credit Application, completed and duly executed and delivered by the Borrower, and shall be governed by and subject to the Lender's customary Letter of Credit terms and procedures from time to time in effect.

Section 5.2 Rollover

Three Business Days before the maturity date of any Letter of Credit the Borrower shall notify the Lender, by notice substantially in the form attached as Exhibit "D" if it wishes the issue of a replacement Letter of Credit on the maturity date or if it wishes to extend the maturity date of any Letter of Credit. If the Borrower fails to provide the foregoing notice, the maturing Letter of Credit shall expire on its maturity date. Notwithstanding the foregoing, the Lender shall have the sole discretion in determining whether or not to issue any replacement Letter of Credit or to extend the maturity date thereof.

Section 5.3 Fees for Letters of Credit

The Borrower shall pay a Letter of Credit Fee to the Lender in respect of each Letter of Credit issued hereunder, together with all other usual and customary fees and charges payable to the Lender in accordance with the Lender's then current applicable policies and procedures.

ARTICLE 6 MASTERCARD ADVANCES

Section 6.1 MasterCard Advances

Subject to the terms and conditions hereof, the Revolving Facility may be availed by the Borrower through the use of a corporate MasterCard or MasterCards issued by the Lender to or at the request of the Borrower. The Lender shall issue such card or cards as are requested by the Borrower upon the completion of, and in accordance with, the credit card agreements and other documents customarily required by the Lender in connection with the issuance of corporate MasterCards and loans and advances (“**MasterCard Advances**”) made through such card or cards and the MasterCard Advances shall be disbursed and otherwise dealt with in accordance with and subject to the provisions of such credit card agreements and other documents; and interest and fees in connection with the MasterCard Advances shall be calculated and paid at the rates and at the times set out in such credit card agreements and other documents. The aggregate amount of all MasterCard Advances shall not at any time exceed the MasterCard Limit. All MasterCard Advances shall be deemed to be Revolving Loans and shall reduce the Excess Availability under the Revolving Credit in an amount equal to the MasterCard Limit.

Section 6.2 Maturity of MasterCard Advances

The outstanding amount of all MasterCard Advances, including accrued and unpaid interest thereon, shall mature and become due and payable in full by the Borrower on the earlier of (a) the date specified in the MasterCard Agreement, and (b) the Maturity Date.

ARTICLE 7 ADJUSTED TERM SOFR LOANS

Section 7.1 Minimum Advance.

Each Advance by way of Adjusted Term SOFR Loan shall be in a minimum aggregate amount of US\$5,000,000 and larger whole multiples of US\$100,000.

Section 7.2 Term.

Each Adjusted Term SOFR Loan shall have an Interest Period of one, three or six months (each month being a period of 30 days for purposes of this Section), subject to availability. No Interest Period of an Adjusted Term SOFR Loan shall extend beyond the Maturity Date.

Section 7.3 Rollover of Adjusted Term SOFR Loans.

At least three U.S. Government Securities Business Days before the expiry of the Interest Period of each Adjusted Term SOFR Loan, the Borrower shall notify the Lender by irrevocable telephone notice, followed by written confirmation on the same day in form and substance substantially in accordance with Exhibit “E”, if it intends to:

- (a) enter into a new Interest Period with respect to the maturing Adjusted Term SOFR Loan, or
- (b) repay the maturing Adjusted Term SOFR Loan.

If the Borrower fails to provide the foregoing notice or make the required payment, payment of its Obligations to the Lender with respect to that maturing Adjusted Term SOFR Loan shall be funded with an Advance under a Base Rate Loan in the amount outstanding under that Adjusted Term SOFR Loan.

ARTICLE 8 HEDGING ARRANGEMENTS

Section 8.1 Hedging Arrangements

- (1) The Borrower may from time to time enter into Hedging Arrangements with the Lender pursuant to which the Lender will, in the sole discretion of such Lender, provide to the Borrower, at rates determined by the Lender, foreign exchange rate protection in respect of such foreign exchange rate transactions in the ordinary course of the Borrower's business, subject to the terms of this Agreement and the applicable Credit Documents relating to such Hedging Arrangement. The Borrower agrees that no Hedging Arrangement will be entered into for speculative purposes.
- (2) The Aggregate Deemed Hedge Exposure under all outstanding Hedging Arrangements shall not at any time exceed \$2,000,000 and the aggregate face amount of all outstanding Hedging Agreements shall not exceed \$15,000,000.
- (3) With respect to foreign exchange rate agreements, the term of such agreement shall expire not later than the earlier of (a) one year from the date such Hedging Arrangement is executed by the Borrower and (b) the Maturity Date.
- (4) The Borrower agrees to complete such Credit Documents and to pay such fees as the Lender may require in respect of each such Hedging Arrangement.
- (5) The Security documents shall secure all obligations owing under or in respect of each Hedging Arrangement entered into between the Borrower and the Lender.
- (6) If an Event of Default has occurred and is continuing, the Borrower shall, upon request by the Lender, immediately pay to the Lender an amount equal to 10% (or such other percentage as the Lender shall determine appropriate) of the face amount for all outstanding Hedging Agreements in respect of which the Lender has not already been fully reimbursed, and pay all other amounts owing to the Lender under the terms of all outstanding Hedging Arrangements, and the Borrower agrees that the Lender would not have an adequate remedy at law for failure of the Borrower to honour any such demand and that the Lender shall have the right to require the Borrower to specifically perform such undertaking without regard to the date upon which the Lender is required under any outstanding Hedging Arrangements to purchase any currency on behalf of the Borrower, the date upon which the Borrower is obligated to reimburse the Lender for currency purchased by the

Lender on its behalf or the date upon which the Borrower is obligated to pay to the Lender any other amounts owing to such Lender under the terms of any Hedging Arrangements.

- (7) The Borrower will not enter into arrangements similar to the Hedging Arrangements with any Person other than the Lender.

ARTICLE 9 INTENTIONALLY DELETED

Section 9.1 [Intentionally Deleted]

ARTICLE 10 PAYMENTS AND REPAYMENTS OF FACILITIES

Section 10.1 Place and Application of Payments and Collections

- (1) All payments of principal, interest, fees and all other Obligations payable hereunder and under the other Credit Documents shall be made to the Lender at its office at the address set out on the signature page hereof (or at such other place as the Lender may specify). All such payments shall be made in the currency in which such Obligations are denominated, in immediately available funds at the place of payment, without set-off or counterclaim and without reduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholdings, restrictions or conditions of any nature imposed by any government or any political subdivision or taxing authority thereof (but excluding any taxes imposed on or measured by the net income of the Lender).
- (2) Any voluntary prepayment of a Revolving Loan shall be applied to repay such Revolving Loan to the full extent thereof and any excess shall be returned to the Borrower.
- (3) Any mandatory repayment of Accommodations Outstanding made by the Borrower pursuant to Section 10.4 shall, upon receipt by the Lender, be applied by the Lender to the Obligations then due and payable, in such order and such manner as the Lender determines appropriate, with any balance of such proceeds not applied to the Obligations to be held by the Lender as additional security for the Obligations. The Borrower hereby irrevocably waives the right to direct the application of payments and collections at any time received by the Lender from or on behalf of the Borrower, and the Borrower hereby irrevocably agrees that the Lender shall have the continuing exclusive right to apply and reapply any and all such payments and collections received at any time by the Lender against the Obligations in such manner as the Lender determines appropriate.
- (4) The Borrower hereby irrevocably authorizes the Lender to charge any of the Deposit Accounts for the amounts from time to time necessary to pay any then due Obligations; provided that the Borrower acknowledges and agrees that the Lender shall be under no obligation to do so and the Lender shall incur no liability to the Borrower or any other Person for the Lender's failure to do so.

Section 10.2 Maturity of Revolving Loans

The Borrower shall repay in full the outstanding Principal Amount under the Revolving Facility, and all accrued and unpaid interest thereon, on the Maturity Date. The Borrower shall repay in full the outstanding Obligations under the Hedging Facility in accordance with the terms of the Hedging Agreements and the applicable Credit Documents relating to the Hedging Arrangements.

Section 10.3 Scheduled Repayment of Term Facility A

The Borrower shall repay the outstanding Principal Amount (in an amount to be determined based upon an 84 month amortization period after each relevant Advance) under the Term Facility A in equal consecutive monthly instalments on the last day of each month, commencing with the first month ending after the date of the initial Advance under the Term Facility A and shall repay in full all outstanding amounts thereunder, including any outstanding Principal Amount and accrued and unpaid interest thereon, on the Maturity Date. Notwithstanding the forgoing and for greater certainty, the Lender shall have the right to accelerate the payments and amounts required to be paid under the Term Facility A if the outstanding Principal Amount under the Term Facility A is at any time greater than the Term Facility A Borrowing Base.

Section 10.4 Mandatory Repayments

- (1) **Currency Fluctuations.** The Borrower covenants and agrees that if at any time the Exchange Equivalent in Canadian Dollars of the aggregate Principal Amount of all outstanding Accommodations under the Revolving Facility exceeds the lesser of (i) the Revolving Commitment and (ii) the Borrowing Base, or any other limit set herein is exceeded at any time, whether or not as a result of any change in the exchange rate between Canadian Dollars and US Dollars (the amount by which the Accommodation thereunder exceeds the Excess Availability being herein referred to as the “**Excess Amount**”), the Borrower shall immediately and without notice or demand prepay such Facility to the extent necessary to ensure that the aggregate Principal Amount outstanding under such Facility does not exceed the Excess Availability thereunder.
- (2) **Term Facility Exceeds Net Orderly Liquidation Value.** The Borrower covenants and agrees that if at any time: (a) the then outstanding Principal Amount of the Term Facility exceeds of 85% of the Net Orderly Liquidation Value of Eligible Equipment, the Borrower shall immediately and without notice or demand prepay such Facility to the extent necessary to ensure that the aggregate Principal Amount outstanding under such Facility does not exceed 85% of the Net Orderly Liquidation Value of Eligible Equipment. Any such mandatory prepayment of the Term Facility shall be applied to scheduled payments required in respect of the outstanding Principal Amount thereof, in inverse order of maturity or, at the Lender’s option, applied to reduce other Obligations.
- (3) **Asset Dispositions.** Each Credit Party agrees that all proceeds derived from the sale or disposition (whether voluntary or involuntary), including as a result of expropriation), or on account of damage or destruction, of Collateral consisting of real estate, Equipment or

other fixed assets of such Credit Party shall be paid to the Lender as a mandatory prepayment of the Facilities.

- (4) **Insurance Proceeds.** Each Credit Party agrees that all insurance proceeds which may become payable to any Credit Party in respect of any Collateral shall be paid to the Lender as a mandatory prepayment of the Facilities.
- (5) **Termination of Revolving Facility.** The Borrower covenants and agrees that concurrently with any termination of the Revolving Facility in whole, the Borrower shall prepay the Term Facility, the Hedging Facility and the LC Facility in full accompanied by (i) any prepayment fee or cash collateral required pursuant to the terms hereof or any other Credit Document, (ii) accrued and unpaid interest and/or fees on the Term Facility, the Hedging Facility and/or the LC Facility, as applicable, to the date of prepayment, and (iii) all other amounts due on the Obligations.

Section 10.5 Payments Generally

All amounts owing in respect of any Facility, whether on account of principal, interest or fees or otherwise, shall be paid in the currency in which the Advance is outstanding. Each payment under this Agreement shall be made for value on the day the payment is due. All interest and other fees shall continue to accrue until payment has been received by the Lender. Each payment shall be made by debit to the Borrower's Account by the Lender at or before 1:00 p.m. on the day that payment is due. The Borrower hereby authorizes the Lender to debit the Borrower's Account in respect of any and all payments to be made by the Borrower or any Credit Party under or in connection with this Agreement and the other Credit Documents.

Section 10.6 Taxes

- (1) **Payments.** All payments to be made by or on behalf of the Borrower under or with respect to the Credit Documents shall be made free and clear of and without deduction or withholding for, or on account of, any present or future Taxes, unless such deduction or withholding is required by Applicable Law. If the Borrower is required to deduct or withhold any Taxes from any amount payable to the Lender (i) the amount payable shall be increased as may be necessary so that after making all required deductions or withholdings (including deductions and withholdings applicable to, and taking into account all Taxes on, or arising by reason of the payment of, additional amounts under this Section 10.6), the Lender receives and retains an amount equal to the amount that it would have received had no such deductions or withholdings been required, (ii) the Borrower shall make such deductions or withholdings, and (iii) the Borrower shall remit the full amount deducted or withheld to the relevant taxing authority in accordance with Applicable Law. Notwithstanding the foregoing, the Borrower shall not be required to pay additional amounts in respect of Excluded Taxes.
- (2) **Indemnity.** The Borrower shall indemnify the Lender for the full amount of any Taxes (other than Excluded Taxes) imposed by any jurisdiction on amounts payable by the Borrower under this Agreement and paid by the Lender and any liability (including penalties, interest and reasonable expenses) arising therefrom or with respect thereto,

whether or not such Taxes were correctly or legally asserted, and any Taxes levied or imposed with respect to any indemnity payment made under this Section 10.6. The Borrower shall also indemnify the Lender for any Taxes (other than Excluded Taxes) that may arise as a consequence of the execution, sale, transfer, delivery or registration of, or otherwise with respect to this Agreement or any other Credit Document. The indemnifications contained in this Section 10.6 shall be made within 30 days after the date the Lender makes written demand therefor.

- (3) **Evidence of Payment.** At the request of the Lender, the Borrower shall (within 30 days of such request being made by the Lender) furnish to the Lender the original or a certified copy of a receipt evidencing payment by the Borrower of any Taxes with respect to any amount payable to the Lender hereunder.
- (4) **Survival.** The Borrower's obligations under this Section 10.6 shall survive the termination of this Agreement and the payment of all amounts payable under or with respect to this Agreement.

Section 10.7 No Set-Off

All payments to be made by the Borrower shall be made without set-off or counterclaim and without any deduction of any kind.

Section 10.8 Scheduled Repayment of Term Facility B

The Borrower shall repay the outstanding Principal Amount (in an amount to be determined based upon a 48 month amortization period after each relevant Advance) under Term Facility B in equal consecutive monthly instalments on the last day of each month, commencing with the first month ending after the date of the initial Advance under Term Facility B and shall repay in full all outstanding amounts thereunder, including any outstanding Principal Amount and accrued and unpaid interest thereon, on the Maturity Date. In addition to the foregoing, the Borrower shall pay to the Lender, within 105 days of the end of each Fiscal Year commencing with the 2018 Fiscal Year, an amount (subject to what is stated in the next sentence) equal to 50% of the Excess Cash Flow generated during such Fiscal Year. Notwithstanding the foregoing and for greater certainty, the aggregate Excess Cash Flow payment to be made in respect of any Fiscal Year shall not exceed the aggregate scheduled repayments of Principal Amount under Term Facility B in respect of such Fiscal Year. Such amount shall be applied to repay in inverse order of maturity the remaining scheduled payments under Term Facility B.

ARTICLE 11 COLLATERAL

Section 11.1 Collateral

The payment and performance of the Obligations shall at all times be secured by, among other things, all of the Credit Parties' assets, including without limitation, all Receivables, Inventory, Equipment, chattel paper, documents of title, instruments, intangibles, and property of the Credit Parties, in each case whether now or hereafter acquired or arising, pursuant to the Security required by the Lender, including all documents listed in Section 11.3.

Section 11.2 Collateral Proceeds

EMS shall make such arrangements as shall be necessary or appropriate in the Lender's opinion to ensure that all proceeds of the Collateral are promptly remitted to the Lender; and until so remitted, such proceeds shall be deemed to be held in trust for the Lender. Without limiting the foregoing, EMS and each other Credit Party agrees to make such arrangements as shall be necessary or appropriate to assure (through the use of a lockbox under the sole control of the Lender) that all proceeds of the Collateral are deposited (in the same form as received) in one or more remittance accounts maintained with and under the control of the Lender, each such account to constitute a special restricted account. Any proceeds of Collateral received by any Credit Party shall be held in trust for the Lender in the same form in which received, shall not be commingled with any assets of such Credit Party, and shall be delivered immediately to the Lender (together with any necessary endorsements thereto) for deposit into such account. EMS, for itself and each of the Credit Parties, acknowledges that all funds in such accounts are held in trust for the Lender, and that, to the extent of any interest of the Credit Parties therein, the Lender has (and is hereby granted to the extent it does not already have) a Lien on such accounts and all funds contained therein to secure the Obligations. No amounts deposited in such accounts shall be released to the Credit Parties, but shall instead be applied to, or otherwise held for application to, or as Security for, the outstanding Obligations and (to the extent so provided in any other Loan Document) any and all other indebtedness, liabilities and obligations, present or future, of each of the Credit Parties to the Lender, it being understood and agreed that EMS notwithstanding such application shall have the right to obtain additional Loans under this Agreement subject to the terms and conditions hereof.

Section 11.3 Security Documents

The Credit Parties shall cause the following Security documents and guarantees to be executed and delivered to the Lender on or prior to the Closing Date, to secure the Obligations, each in form and substance satisfactory to the Lender:

- (a) a general security agreement executed by each Credit Party, creating a security interest in all of the present and future personal property, assets and undertaking of the such Credit Party, including Securities (or the equivalent), registered in every location where the such Credit Party has assets, subject only to Permitted Liens;
- (b) security under Section 427 of the *Bank Act* (Canada) executed by the Borrower;
- (c) an assignment of the interest of each Credit Party in all insurance policies held by or for the benefit of such Credit Party;
- (d) a securities pledge agreement executed by each relevant Credit Party, pledging all Securities owned by such Credit Party in any other Credit Party;
- (e) a Guarantee, executed by each Guarantor, of the obligations of EMS; and
- (f) such other security agreements as may be requested by the Lender, including without limitation applicable acknowledgement agreements.

Section 11.4 Additional Credit Parties

Each Credit Party shall ensure that each Person that now or hereafter becomes a Subsidiary of such Credit Party or a Guarantor after the Closing Date and that is not a party hereto, shall forthwith execute and deliver to the Lender a guarantee and other Security documents similar to those delivered by the other Credit Parties. Each Credit Party shall deliver or cause the delivery of a pledge of all the Securities of such Subsidiary and such legal opinions and other supporting documents as the Lender reasonably requires.

ARTICLE 12 CONDITIONS PRECEDENT

Section 12.1 Conditions Precedent to Disbursements of Advances

The effectiveness of this Agreement and the obligation of the Lender to make available the initial Advance, Rollover or Conversion under any Facility is subject to and conditional upon the satisfaction of the following conditions:

- (a) ***Delivery of Credit Documents.*** The Lender shall have received sufficient copies, in form and substance satisfactory to the Lender, of the following:
 - (i) all documents relating to the Security and all other Credit Documents, duly executed by all the parties thereto (other than the Lender);
 - (ii) a Certificate of an Authorized Representative of each Credit Party, dated the Closing Date, with respect to its constating documents and by-laws and the due authorization, execution and delivery of all Credit Documents to which it is a party and all the transactions contemplated thereby, and confirming that all representations and warranties contained in this Agreement are true and correct as if made on the date of the Certificate;
 - (iii) the Lender shall have received a good standing, status or compliance certificate (as applicable) for each of the Credit Parties (dated as of the date no earlier than five (5) days prior to the date hereof) from the applicable government office in the jurisdiction of its incorporation and each jurisdiction in which it is qualified to do business;
 - (iv) opinions of counsel to the Credit Parties, addressed to the Lender and its counsel with respect to, inter alia, due authorization, execution, delivery, and enforceability of the Credit Documents and the creation, validity and perfection of the security interests constituted by the Security;
 - (v) duly executed and binding certificate(s) of insurance evidencing the insurance required under this Agreement, that: (A) all losses under all insurance policies are payable to the Lender, as first loss payee, (B) the Lender has been added as an additional insured in respect of all liability policies, (C) the policies contain a standard mortgage clause approved by the Insurance Bureau of Canada, and (D) that the Lender will be given at

least 30 days prior written notice of any cancellation or termination of any policy;

- (vi) such other Credit Documents as the Lender may reasonably request, including (A) the Credit Documents listed in Section 11.3 hereof, (B) all applicable Collateral Access Agreements, (C) the Lender shall have received and reviewed, to its satisfaction, original copies of the environmental questionnaires or checklists in form and substance acceptable to the Lender completed by the Borrower in respect of each premise occupied by each Credit Party; and (D) standard credit documentation used by the Lender in connection with the issuance of Letters of Credit, the making of MasterCard Advances and entering into of Hedging Arrangements, if applicable, prior to any Advance in respect thereof;
 - (vii) estoppel letters, discharges, subordination agreements and/or intercreditor agreements, as applicable, in respect of existing security filings;
 - (viii) if so requested by the Lender, title insurance satisfactory to the Lender shall have been obtained and delivered to the Lender in respect of each real property owned by a Credit Party and subject to the Security; and
 - (ix) such other documents or agreements as may be requested by the Lender, including, without limitation, blocked account agreements.
- (b) ***Payout and Discharge.*** All funds owed by the Credit Parties to those creditors identified (based upon information provided by any Credit Party) by the Lender shall be repaid in full and all Liens and/or security registrations made in favour of such creditors (other than Permitted Liens and any related Debt incurred in connection therewith) shall be discharged or the Lender shall have received an undertaking from such creditors to discharge all such Liens and/or security registrations in form and substance satisfactory to the Lender.
- (c) ***Registration of Security.*** All registrations, recordings and filings of or with respect to the Security which in the opinion of counsel to the Lender are necessary to render effective the Lien intended to be created thereby shall have been completed.
- (d) ***Fees.*** All fees payable in accordance with this Agreement on or before the Closing Date (including legal fees and expenses of the Lender) shall have been paid to the Lender.
- (e) ***Due Diligence.*** The Lender shall have completed, to its satisfaction, its business, legal and accounting due diligence with the respect to the Credit Parties, including but not limited to all required financial results, the corporate structure and organizational documents, environmental (including environmental checklists and indemnity in the Lender's standard form and environmental reports as deemed necessary), material contracts, insurance, claims and lawsuits, background checks on key management and key management contracts as required by the Lender.

- (f) ***Excess Availability.*** [Intentionally deleted]
- (g) ***Material Adverse Change.*** No Material Adverse Change shall have occurred with respect to the Credit Parties.
- (h) ***Financial Statements.*** [Intentionally deleted].

Section 12.2 Conditions Precedent to All Advances

The obligation of the Lender to make available any Advance, (except Rollovers or Conversions), including the first Advance, are subject to and conditional upon each of the conditions below being satisfied on the applicable Drawdown Date:

- (a) ***No Default.*** No Default or Event of Default exist has occurred and is continuing on the Drawdown Date, or would result from making the Advance.
- (b) ***Representations Correct.*** The representations and warranties contained in Section 14.1 shall be true and complete on each Drawdown Date as if made on that date.
- (c) ***Capital Expenditure Loans.*** In the case of any request for an Advance under the Term Facility A to be used for Capital Expenditures, after giving effect to such Advance under the Term Facility A, the aggregate Accommodations Outstanding under the Term Facility A advanced shall not be greater than (i) 75% of the hard cost purchase price (excluding taxes, shipping costs, duties and other related costs) of the Eligible Equipment being financed thereby, or (ii) 85% of the Net Orderly Liquidation Value of such Eligible Equipment;
- (d) ***No Breach of Laws.*** Such Advance shall not violate any order, judgment or decree of any court or other authority or any provision of law or regulation applicable to the Lender as then in effect;
- (e) ***Notice of Advance.*** The Borrower shall have provided notice in respect of such Advance as required hereunder.
- (f) ***Borrowing Base Certificate.*** The Borrower shall have provided a current Borrowing Base Certificate in accordance with Section 14.1(5)(a).
- (g) ***Certain Advances.*** The Borrower shall execute and deliver to the Lender customary credit documentation required by the Lender from time to time in connection with each Letter of Credit and Hedging Arrangement.

Section 12.3 Waiver of any Condition Precedent

The conditions stated in Sections 12.1, 12.2, 12.4 and 12.5 are inserted for the sole benefit of the Lender and the conditions stated therein may only be waived by the Lender, and any such waiver may be made in whole or in part, with or without terms or conditions and in respect of all

or any portion of the Advances, without affecting the right of the Lender to assert terms and conditions in whole or in part in respect of any other future Advance.

Section 12.4 Conditions Precedent to Advance under Term Facility B

The obligation of the Lender to make available any Advance (except Rollovers or Conversions) under Term Facility B is subject to and conditional upon each of the conditions below being satisfied on the applicable Drawdown Date:

- (a) the applicable conditions precedent in Section 12.2 shall have been satisfied;
- (b) the Fixed Charge Coverage Ratio in respect of the Borrower shall not, on a pro-forma basis after having given effect to the proposed Advance under Term Facility B, be less than 1.1:1.0; and
- (c) immediately after giving effect to each proposed Advance under Term Facility B, the Excess Availability with respect to the Revolving Facility shall not be less than \$1,000,000.

Section 12.5 Conditions Precedent to Advance under the LC Facility

The obligation of the Lender to make available any Advance under the LC Facility is subject to and conditional upon each of the conditions below being satisfied on the applicable Drawdown Date:

- (a) the applicable conditions precedent in Section 12.2 shall have been satisfied;
- (b) the Lender shall have received, in form and substance satisfactory to the Lender, a detailed budget from the Borrower together with a detailed Capital Expenditures breakdown for all capital expansion projects in respect of which the Borrower is requesting an Advance and the issue of a Letter of Credit under the LC Facility;
- (c) the Lender shall have received from the Borrower, in form and substance satisfactory to the Lender, twelve-month pro forma cash flow and profit and loss statements in respect of each of EMS and Sierra Custom Foods Inc. (together with such other members of the Borrower Group as the Lender may request from time to time) which take into account, among other things, the capital expansion project in respect of which the Borrower is requesting an Advance and the issue of a Letter of Credit under the LC Facility; and
- (d) the Lender shall have received, in form and substance satisfactory to the Lender, a guarantee provided by Export Development of Canada to the Lender in respect of the Obligations of EMS outstanding under the LC Facility in the maximum Principal Amount of \$2,500,000 (the “**EDC Guarantee**”), which such EDC guarantee shall continue to exist and be and remain in full force and effect in accordance with its terms.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES

Section 13.1 Representations and Warranties of the Credit Parties

Each Credit Party, for and on behalf of itself as applicable, makes the following representations and warranties to the Lender, all of which shall survive the execution and delivery of this Agreement, and acknowledges and confirms that the Lender is, among other things, relying upon such representations and warranties as a basis for its decision to enter into this Agreement and to make Advances hereunder:

- (a) **Status.** Each Credit Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation and it has the power and authority to own its property and assets and to transact the business in which it is engaged and presently proposes to engage. Each Credit Party is duly qualified to carry on its business, and is in good standing, in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualification except where not being so qualified would not have a Material Adverse Effect.
- (b) **Power and Authority.** It has the corporate or other equivalent power to execute, deliver and perform the terms and provisions of each Credit Document to which it is a party and has taken all necessary action to authorize the execution, delivery and performance by it of each Credit Document to which it is a party. Each Credit Party has duly executed and delivered each Credit Document to which it is a party, and each such Credit Document constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' generally, the fact that specific performance and injunctive relief may only be given at the discretion of the courts, and the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments.
- (c) **No Violation.** Neither the execution, delivery or performance by each Credit Party of the Credit Documents to which it is a party, nor compliance by it with the terms and provisions thereof, contravenes any Applicable Law, conflicts with or results in any breach of any of the terms, covenants, conditions or provisions of, or constitutes a default under, or results in the creation or imposition of (or the obligation to create or impose) any Lien (except pursuant to the Credit Documents) upon any of its property or assets pursuant to, any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement or instrument to which it is a party or by which it or any of its property or assets is bound or to which it may be subject, or breaches or violates any provision of its constating documents or any Contractual Obligation to which it is a party.
- (d) **Business and Operations.** The business and operations of each Credit Party, and the locations thereof, are accurately described in Schedule 13.1(d).

- (e) **Approvals.** Except as set forth in Schedule 13.1(e), no order, consent, certificate, approval, permit, license, authorization or validation of, or filing, recording or registration with, or exemption by, any Person (including any Governmental Authority, shareholder, member, partner or other owner of Issued Equity, or any Person that is party to a Contractual Obligation of any Credit Party) is required to authorize, or is required in connection with, the execution, delivery or performance by any Credit Party of any Credit Document to which it is a party, or the legality, validity, binding effect or enforceability with respect to it of any such Credit Document, or the consummation of the transactions contemplated therein, other than filings and recordings with respect to the Collateral to be made, or otherwise delivered to the Lender for filing or recordation, on or prior to the Closing Date.
- (f) **Security Documents.** The Security documents create, and grant to the Lender, valid and enforceable first priority Liens upon the Collateral, subject only to the terms of this Agreement and to Permitted Liens, on the terms set out therein, and the Security documents have been registered or recorded, as applicable, in all places where registration or recording, as applicable, is necessary to perfect the charges and security interests created thereby.
- (g) **Title to Collateral.** Each Credit Party has good and marketable title to all of its Collateral, free and clear of all Liens other than Permitted Liens.
- (h) **Financial Statements; Financial Condition; Undisclosed Liabilities.**
 - (i) The Financial Statements submitted to the Lender for the Fiscal Year ended September 30, 2021, the quarterly period ending March 31, 2022 and the monthly period ending May 31, 2022, present fairly, in all material respects, and all Financial Statements submitted to the Lender during the term of this Agreement, present or will present fairly (subject, in the case of any interim Financial Statements prepared by management of the applicable Person in the Credit Parties, to normal year end adjustments), the financial position, on a consolidated basis, of the Borrower Group and, on an unconsolidated basis, of each Credit Party, as applicable, as at the date thereof and the results of operations and cash flows, on a consolidated or unconsolidated basis, as applicable, for the periods covered thereby, and all such Financial Statements have been, or will be, as applicable, prepared in accordance with GAAP. Since September 30, 2012, there has been no Material Adverse Change.
 - (ii) Except as fully reflected in the Financial Statements described in Section 13.1(h), there are no liabilities or obligations with respect to any Credit Party of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether or not due) which, either individually or in aggregate, would be material; and no Credit Party is aware of any basis for the assertion against it of any liability or obligation of any nature whatsoever that is not fully reflected in the Financial Statements described

in Section 13.1(h) that, either individually or in the aggregate, would be material.

- (i) **Projections.** The financial projections of the Borrower Group, on a consolidated basis, for the Fiscal Year ending September 30, 2013 to and including the Fiscal Year ending September 30, 2014, including monthly projections for each remaining calendar month during the Fiscal Year ending September 30, 2013 and annual projections thereafter, are based upon good faith estimates and assumptions made by the management of the Borrower and, notwithstanding that such projections are not to be viewed as facts and that actual results during the period covered by such projections may differ from such projections, as of the Closing Date, the Borrower believes the assumptions made in such projections are reasonable and that such projections are attainable.
- (j) **Litigation.** Except as set forth on Schedule 13.1(j), there are no Claims.
- (k) **Disclosure.** No Credit Document furnished to the Lender by or on behalf of any Credit Party for use in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in which the same were made. There are no facts known (or which should upon the reasonable exercise of diligence be known) to any Credit Party (other than matters of a general economic nature) that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect and that have not been disclosed herein or in the other Credit Documents furnished to the Lender for use in connection with the transactions contemplated hereby.
- (l) **Taxes.** Except as set forth on Schedule 13.1(l) or as otherwise permitted pursuant to Section 14.1(3), (i) all Tax returns and reports required to be filed by each Credit Party for its five most recent taxation years or Fiscal Years have been filed in a timely manner, and all Taxes due and payable on such Tax returns, and all assessments, fees and other governmental charges levied against any Credit Party, and upon their respective assets, have been paid when due; and (ii) no Credit Party has received notice of any proposed tax audits with respect to any Credit Party, or of any tax assessments against any Credit Party, that are not being actively contested in good faith by appropriate proceedings by the applicable Credit Party and in respect of which adequate reserves or other appropriate provisions, if any, have been made in accordance with GAAP and the details thereof have been provided to the Lender to its satisfaction.
- (m) **Equity Interests.** Schedule 13.1(m) sets forth a true and complete list of all Subsidiaries of the Borrower and of each other Credit Party, each registered owner of Equity Interests in the Borrower, each Subsidiary thereof and each other Credit Party and the number and percentage ownership of such Equity Interests held by each such owner thereof, together with a corporate chart in respect of the Borrower Group. All outstanding Equity Interests in each Credit Party have been duly

authorized and validly issued and are fully paid and non-assessable. Except as set forth on Schedule 13.1(m), there is no existing option, warrant, phantom stock or unit, call, right, commitment or other agreement to which any Credit Party is a party requiring, or any other Equity Interest that upon conversion or exchange would require, the issuance by any Credit Party of any additional Equity Interests.

- (n) ***No Restrictions.*** There is no encumbrance or restriction on the ability of any Credit Party to (i) pay dividends or make any other distributions on its Equity Interests, or to pay any Debt owed by it, (ii) make loans or advances, or (iii) transfer any of its properties or assets, except, in each case, such encumbrances or restrictions existing under or by reason of (A) Applicable Law, (B) this Agreement or the other Credit Documents, (C) customary provisions restricting subletting or assignment of any lease governing any of its leasehold interests, or (D) customary provisions restricting the assignment of contracts, permits and/or licenses.
- (o) ***Compliance with Applicable Laws.*** Each Credit Party (i) has obtained and is in compliance with all Governmental Approvals that are necessary for the conduct of its business as presently conducted, and as contemplated by it to be conducted, and the use of its property and assets (both real and personal), each of which is in full force and effect, is a good, valid and subsisting approval that has not been surrendered, forfeited or become void or voidable, and (ii) is in compliance in all material respects with all Applicable Laws, including Environmental Laws.
- (p) ***Labour Matters.*** There are no strikes or other labour disputes against any Credit Party that are pending or, to the knowledge of each Credit Party, threatened. All payments due from any Credit Party on account of employee insurance of any kind and vacation pay have been paid or accrued as a liability on its books and each Credit Party has withheld and remitted all amounts on behalf of all employees of such Credit Party required to be withheld or remitted by it, and has made all employer contributions to be made by it, in each case, in accordance with Applicable Laws. There is no obligation of any Credit Party under any collective agreements or under any consulting or management agreement requiring payments which cannot be cancelled without material liability. Each Credit Party is in material compliance with the terms and conditions of all consulting agreements, management agreements and employment agreements, if any. There is no organizing activity involving any Credit Party or, to the knowledge of any Credit Party, threatened by any labour union or group of employees. No labour union or group of employees has made a pending demand for recognition. There are no complaints or charges against any Credit Party pending or threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any individual by any Credit Party.
- (q) ***Insurance.*** Each Credit Party maintains insurance in compliance with Section 14.1(4) and all premiums and other sums of money payable for that purpose have been paid.

- (r) ***Locations of Collateral.*** All of the Collateral is located at the locations disclosed in Schedule 13.1(r) (as updated from time to time in accordance with Section 14.1(5)(b)(vii), each a “**Permitted Collateral Location**”) or is in transit to or from such locations. All of the Collateral at each Permitted Collateral Location (other than those located in Ontario, Canada) is and will continue to be owned by the Borrower until sold by the Borrower to another Person (other than another Credit Party) in the ordinary course of business. The Collateral at each Permitted Collateral Location in Ontario, Canada is and will continue to be owned by any one of the Borrower, Sierra Supply Chain Services Inc. or Sierra Custom Foods Inc. until sold in the ordinary course of business. There are no material account debtors of any Credit Party resident outside of Canada or the United States of America that are not insured to at least 90% of their book value.
- (s) ***Intellectual Property.*** All Intellectual Property owned or used by any Credit Party is listed on Schedule 13.1(s).
- (t) ***Real Property.*** All Real Property Interests of each Credit Party and the nature of its interest (both registered and beneficial) Credit Party therein, is correctly set forth on Schedule 13.1(t). Each Credit Party has legal and marketable title to all of its Real Property Interests, free and clear of all Liens other than Permitted Liens.
- (u) ***Environmental Matters.***
 - (i) No Credit Party, nor any of its premises or operations used in the conduct of its business, is subject to any outstanding written order, consent decree or settlement agreement with any Person relating to any Environmental Law, any Environmental Claim, or any activity relating to any Hazardous Substance. No Credit Party has received any letter or request for information under any provincial, federal or state law or law of any other jurisdiction applicable to it, in respect of any Hazardous Substance or any activity relating thereto that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Each Credit Party’s premises and operations is free from the presence of all Hazardous Substances except for such presence that could not individually or in the aggregate reasonably be expected to have a Material Adverse Effect. No Credit Party has caused or suffered to occur any Release of any Hazardous Substance on, at, in, under, above, to or from any real property owned, leased or otherwise used by it or any other real property that could individually or in the aggregate reasonably be expected to have a Material Adverse Effect. The Borrower has no knowledge of any conditions, occurrences or activities relating to any Hazardous Substance which could reasonably be expected to form the basis of an Environmental Claim against any Credit Party. No Credit Party nor any predecessor of any Credit Party has filed any notice under any Environmental Law indicating past or present treatment of any Hazardous Substance at any real property owned, leased or otherwise used by it or any other real property, and no Credit Party’s operations involve the generation, transportation, treatment, storage or

disposal of any Hazardous Substance. Each Credit Party is, and, except as set forth in Schedule 13.1(u)(i), has been, in compliance with all Environmental Laws, except for such non-compliance that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Each Credit Party has obtained, and is in compliance with, all Environmental Permits required by Environmental Laws for the operations of its businesses as presently conducted or as proposed to be conducted and all such Environmental Permits are valid, uncontested and in good standing. Compliance by the Credit Parties with all current requirements pursuant to or under Environmental Laws could not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. No event or condition has occurred or is occurring with respect to any Credit Party relating to any Environmental Law, any Release of any Hazardous Substances, or any activity relating to any Hazardous Substance which individually or in the aggregate has had, or could reasonably be expected to have, a Material Adverse Effect. The Borrower on its own and on behalf of each other Credit Party, hereby acknowledges and agrees that neither the Lender nor any of its officers, directors, employees, attorneys and representatives (i) is now, or has ever been, in control of any Credit Party's premises or operations or any Credit Party's affairs, and (ii) has the capacity or the authority through the provisions of the Credit Documents or otherwise to direct or influence any (A) Credit Party's conduct with respect to the ownership, operation or management of any Credit Party's premises or operations or any Credit Party's affairs, (B) undertaking, work or task performed by any employee, Lender or contractor of any Credit Party or the manner in which such undertaking, work or task may be carried out or performed, or (C) Credit Party's compliance with Environmental Laws or Environmental Permits.

- (v) **No Defaults.** No Credit Party is in default in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any Contractual Obligations, and no condition exists which, with the giving of notice or the lapse of time or both, could constitute such a default, except where the consequences, directly or indirectly, of such default or defaults, if any, could not reasonably be expected to have a Material Adverse Effect.
- (w) **Material Contracts.** All Material Contracts are listed on Schedule 13.1(w), and a true and complete copy of each Material Contract has been provided to the Lender. All Material Contracts are in full force and effect, and there are no defaults thereunder.
- (x) **Debt.** All Debt (including Subordinated Debt) of the Credit Parties, as of the Closing Date, is disclosed in the Audited Financial Statements of the Credit Parties for the most recently completed Fiscal Year or on Schedule 13.1(x).
- (y) **Employee Benefit Plans.** No Credit Party sponsors, contributes to or administers any Canadian Pension Plans. All obligations of each Credit Party (including

fiduciary, contribution, funding, investment and administration obligations) required to be performed in connection with the Employee Benefit Plans and any funding agreements therefor under the terms thereof and applicable statutory and regulatory requirements, have been performed in a timely and proper fashion. There have been no improper withdrawals or applications of the assets of any Credit Party's Employee Benefit Plans. There are no outstanding material disputes concerning the assets or liabilities of any Credit Party's Employee Benefit Plans.

- (z) ***Solvency.*** Each Credit Party is Solvent.
- (aa) ***Default.*** No Default or Event of Default has occurred which is continuing.
- (bb) ***Receivables.***
 - (i) Each Eligible Receivable is valid and subsisting and arises out a bona fide sale of Inventory sold and delivered by the applicable Credit Party to, or in the process of being delivered to, or out of and for services theretofore actually rendered by it to, the account debtor named therein.
 - (ii) No Eligible Receivable is evidenced by any instrument or chattel paper unless such instrument or chattel paper has been endorsed by the owner thereof and delivered to the Lender (except to the extent the Lender specifically requests the owner thereof not to do so with respect to any such instrument or chattel paper).
 - (iii) No surety bond was required or given in connection with any Eligible Receivable or the contracts or purchase orders out of which the same arose.
 - (iv) The amount of each Eligible Receivable represented as owing thereunder is the correct amount of such Eligible Receivable actually and unconditionally owing, except for normal cash discounts on normal trade terms in the ordinary course of business.
 - (v) The amount of each Eligible Receivable represented as owing is not disputed and is not subject to any set-off, credits, deductions or counterclaims other than those arising in the ordinary course of the applicable Credit Party's business.
- (cc) ***Inventory.*** All Inventory and Equipment is located at Permitted Collateral Location set forth on Schedule 13.1(r). All Inventory is new and unused and in good and merchantable condition, and no Inventory is or will be consigned to any other Person without the Lender's prior written consent.
- (dd) ***Deposit Accounts.*** The location, description and beneficiary of each Deposit Account is accurately set forth on Schedule 13.1(dd).

Section 13.2 Deemed Repetition

The representations and warranties made in Section 13.1 shall be deemed to be repeated on each Drawdown Date, Interest Payment Date, Rollover Date and Conversion Date, and as of the last day of each calendar month, as if made on and as of each such date unless specifically made as of a certain date.

ARTICLE 14 COVENANTS

Section 14.1 Affirmative Covenants

While any obligation of any Credit Party or the Lender is outstanding under any Credit Document and the Commitments have not been terminated, each of the Credit Parties agrees as follows:

- (1) ***Maintenance of Business.*** Except as provided in Section 14.2(4), it shall preserve and maintain its existence, and preserve and keep in force and effect all licenses, permits and franchises necessary to the proper conduct of its business.
- (2) ***Maintenance of Properties.*** It shall maintain, preserve and keep its property, plant, Equipment and other assets in good repair, working order and condition (ordinary wear and tear excepted) and shall from time to time make all needed and proper repairs, renewals, replacements, additions and improvements thereto so that at all times the efficiency thereof shall be fully preserved and maintained.
- (3) ***Taxes and Assessments.*** It shall duly pay and discharge, all Taxes, rates, assessments, fees and governmental charges upon or against it or its property and assets or in respect of this Agreement or any other Credit Document, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and adequate reserves are provided therefor.
- (4) ***Insurance.***
 - (a) It shall maintain in force, with good and responsible insurance companies, insurance coverage on its property, assets and undertaking in such amounts and against such risks as would be customarily obtained and maintained by a prudent owner of similar properties and assets operating a similar business, including appropriate liability insurance and third party liability insurance and that is substantially similar to the coverage listed in Schedule 14.1(4). The Borrower shall upon request, furnish to the Lender a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section 14.1(4).
 - (b) All insurance required hereby shall be maintained in amounts and under policies and with insurers acceptable to the Lender, and all such policies shall, as applicable and to the extent not prohibited by Applicable Law, name the Lender as first loss payee, first mortgagee and additional insured, and shall, as applicable and to the

extent not prohibited by Applicable Law, contain a standard mortgage clause all in form and content acceptable to the Lender. The Credit Parties shall pay or caused to be paid, when due all premiums on such insurance. Certificates of insurance evidencing compliance with the foregoing and, at the Lender's request, the policies of such insurance shall be delivered by the Borrower to the Lender. All insurance required hereby shall provide that no cancellation thereof shall be effective until at least 30 days after receipt by the applicable Credit Party and the Lender of written notice thereof, and shall be satisfactory to the Lender in all other respects. In case of any material loss, damage to or destruction of the Collateral or any part thereof, the Borrower shall promptly give written notice thereof to the Lender generally describing the nature and extent of such damage or destruction. In case of any loss, damage to or destruction of the Collateral or any part thereof, the Credit Parties, at their cost and expense, shall promptly cause to be repaired or replaced the Collateral so lost, damaged or destroyed. If any Credit Party receives any proceeds of insurance for any loss, damage to or destruction of Collateral, such proceeds shall immediately be paid to the Lender. Each Credit Party hereby authorizes the Lender, at the Lender's option, to adjust, compromise and settle any Losses under any insurance afforded to such Credit Party, and hereby irrevocably constitutes the Lender, and each of its nominees, officers, agents, attorneys, and any other Person whom the Lender may designate, as its attorney in fact, with full power and authority to effect such adjustment, compromise and/or settlement and to endorse any drafts drawn by an insurer of the Collateral or any part thereof and to do everything necessary to carry out such purposes. All insurance proceeds shall be subject to the Lien of the Lender under the Security documents.

- (c) Unless it provides the Lender with evidence of the insurance coverage required by this Agreement, the Lender may purchase insurance at the Credit Parties' expense to protect the Lender's interests in the Collateral, and the Lender shall not be required to require such coverage to apply to claims made by or against any Credit Party. The Borrower may later cancel any such insurance purchased by the Lender, but only after providing the Lender with evidence that the Borrower has obtained insurance as required by this Agreement. If the Lender purchases insurance for the Collateral, the Borrower shall be responsible for the costs of that insurance, including interest and any other charges that the Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance shall be added to the Obligations. The costs of the insurance may be more than the cost of insurance the Borrower may be able to obtain on its own.
- (5) **Financial Reports.** It shall maintain a standard system of accounting in accordance with GAAP and shall promptly furnish to the Lender and its duly authorized representatives such information respecting its business and financial condition as the Lender may reasonably request; and without limiting the foregoing, it shall provide the following information to the Lender:
 - (a) as soon as available, and in any event not more than four (4) Business Days after the last Business Day of each calendar week, a Borrowing Base Certificate,

showing the computation of the Borrowing Base in reasonable detail as of the close of business on the last Business Day of such calendar week, together with such other information as is therein required, prepared by the Borrower. For greater certainty, all calculations of availability in any Borrowing Base Certificate shall originally be made by the Borrower and certified by an Authorized Representative of the Borrower, provided that the Lender shall from time to time in its sole discretion, and at such intervals as the Lender determines, review and adjust any such calculation (A) to reflect its reasonable estimate of declines in value of any Collateral, due to collections of Receivables received or otherwise and (B) to the extent the calculation is not made in accordance with this Agreement or does not accurately reflect the reserves determined by the Lender;

- (b) as soon as available, and in any event within twenty (20) days after the close of each monthly accounting period of the Borrower (or more frequently if requested by the Lender):
 - (i) a copy of the Unaudited Financial Statements as of the last day of such monthly accounting period;
 - (ii) a Receivables aging report on an “invoice date” basis, including reconciliation of cash and accounts receivable;
 - (iii) an accounts payable aging report;
 - (iv) a priority claims and statutory deductions report;
 - (v) an Inventory report for the Borrower for such period, including detailed particulars of all purchase money security interests relating to such Inventory;
 - (vi) a report reconciling accounts payable, Receivables and Inventory amounts set out in the reports provided pursuant to Section 14.1(5)(b)(ii), Section 14.1(5)(b)(iii) and Section 14.1(5)(b)(v) for the applicable monthly accounting period to the corresponding figures for such items in the Unaudited Financial Statements for such monthly accounting period provided pursuant to Section 14.1(5)(b)(i)); and
 - (vii) an updated Schedule 13.1(r), listing the then current Permitted Collateral Locations;

in each case (A) accompanied by management commentary on the results reported as compared to performance in the previous Fiscal Year and as against the budget prepared for the current Fiscal Year of the Borrower, (B) prepared by the Borrower in such format and detail as is required by the Lender, and (C) certified by an Authorized Representative of the Borrower;

- (c) as soon as available, and in any event within 120 days after the last day of each Fiscal Year of the Borrower:

- (A) a copy of the Audited Financial Statements for such Fiscal Year, certified by an Authorized Representative of the Borrower and accompanied by an unqualified opinion of the Auditor, confirming that the financial statements have been prepared in accordance with GAAP and present fairly in accordance with GAAP the consolidated financial condition of the Borrower as of the close of such Fiscal Year and the results of its operations and cash flows for the fiscal year then ended and that an examination of such accounts in connection with such financial statements has been made in accordance with generally accepted auditing standards and, accordingly, such examination included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances; and
- (B) a report reconciling accounts payable, Receivables and Inventory amounts provided pursuant to Section 14.1(5)(b)(iii) and Section 14.1(5)(b)(v) for such Fiscal Year to the corresponding amounts for such items in the Audited Financial Statements and Unaudited Financial Statements for such Fiscal Year;
- (d) promptly after receipt thereof, any additional written reports, management letters or other detailed information contained in writing concerning significant aspects of the operations and financial affairs of any Credit Party relevant to the preparation of the Financial Statements;
- (e) as soon as available, and in any event not less than thirty (30) days prior to the end of each Fiscal Year, a copy of the Business Plan for the next Fiscal Year; and
- (f) promptly after knowledge thereof shall come to the attention of any officer or director of any Credit Party, written notice of any threatened or pending litigation or governmental proceeding or labour controversy against the Borrower, the Guarantor or any Credit Party that, if adversely determined, would have a Material Adverse Effect, or of the occurrence of any Default or Event of Default;
- (g) promptly after knowledge thereof shall come to the attention of any officer or director of any Credit Party, written notice of any Default or Event of Default;
- (h) promptly after knowledge thereof shall come to the attention of any officer or director of any Credit Party, written notice of any loss, theft, damage or destruction occurs with respect to any Collateral if the amount not covered by insurance exceeds \$250,000 (excluding any related deductible under insurance policies);
- (i) as soon as available, and in any event not more than four (4) Business Days after the last Business Day of each calendar week, a rolling 13 week cash flow report (in form and substance satisfactory to the Lender), together with a comparison report indicating actual results as against projected cash flow results for the previous

calendar week, with the first such rolling 13 week cash flow report being delivered for the calendar week commencing Sunday August 23, 2020;

- (j) as soon as available, and in any event not more than fifteen (15) days after the last day of each fiscal quarter, (ii) a detailed monthly forecast for the period ending December 31, 2022, and (iii) a detailed report in form and substance satisfactory to the Lender reporting (until such point in time as the construction of the warehouse has been fully and finally completed) on the status of the cold storage warehouse facility being constructed in Hamilton, Ontario including without limitation information concerning the number and identity of customers signed-up, expense planning, capital expenditures and any associated financing in connection therewith; and
- (k) the following information in respect of Confederation Freezers Inc. as contemplated by the Cold Storage Management Agreement: (i) a copy of the monthly statements contemplated by and defined in Section 4.5(b) of the Cold Storage Management Agreement which are shared with the Borrower Group by Confederation Freezers Inc. within 25 days of the end of each calendar month, (ii) a copy of the annual statements contemplated by and defined in Section 4.5(d) of the Cold Storage Management Agreement which are shared with the Borrower Group by Confederation Freezers Inc. in respect of each Fiscal Year during the term of the Cold Storage Management Agreement no later than 60 days after the end of each such Fiscal Year, and (iii) a copy of the annual budget shared by Confederation Freezers Inc. with the Borrower Group pursuant to the Cold Storage Management Agreement no later than 30 days prior to the commencement of each Fiscal Year during the term of the Cold Storage Management Agreement.

Each of the financial statements of the Borrower furnished to the Lender pursuant to this Section 14.1(5) shall be accompanied by a Compliance Certificate (which such certificate shall include for greater certainty the requisite financial covenant calculations hereunder).

(6) ***Inspection; Appraisals; Verification.***

- (a) It shall permit (and arrange for all access required to permit) the Lender and its duly authorized representatives and agents, to (i) examine and make copies of the corporate books and books of accounts and other financial records of each Credit Party, (ii) discuss the affairs, finances and accounts of each Credit Party with, and to be advised as to the same by, their officers, employees and independent chartered accountants (and each Credit Party hereby authorizes its accountants to discuss with the Lender the finances and affairs of such Credit Party), and (iii) visit and inspect any of the premises of the Credit Parties and to conduct field examinations, provided that the Lender shall not conduct more than two (2) field examinations during any particular calendar year, provided that if an Event of Default has occurred and is continuing, the Lender shall be entitled to conduct field examinations of the Credit Parties at such times and intervals as the Lender determines appropriate in its sole discretion. Notwithstanding the foregoing, and

for greater certainty, the number of visits to and examinations of the Credit Parties which do not constitute field examinations shall not be restricted.

- (b) The Lender may from time to time obtain (or direct any Credit Party to obtain and provide to the Lender) updated appraisals of the Credit Parties' Inventory, real estate and/or Equipment, or any portion thereof, as the Lender may designate, which appraisal reports shall in each case be prepared by an appraiser acceptable to the Lender and be in such format and contain such detail as the Lender may reasonably request; provided that: (i) unless an Event of Default has occurred and is continuing, any such appraisal of Inventory, real estate and/or Equipment, as applicable, of any particular Credit Party shall not be conducted more than once during each calendar year, and (ii) if an Event of Default has occurred and is continuing, any such appraisal of Inventory, real estate and/or Equipment may be conducted at such times and intervals as the Lender determines appropriate in its sole discretion. All costs and expenses incurred in obtaining any appraisal referred to herein shall be paid by the Borrower (whether obtained by the Lender or by the Borrower).
- (c) It shall, upon request by the Lender at any time and from time to time, deliver to the Lender such evidence of the existence, identity and location of the Collateral and of its availability as collateral security pursuant hereto (including, without limitation, reports stating the book value of Inventory by major category and location). It agrees that the Lender shall have the right to verify all or any part of the Collateral in any manner, and through any medium, that the Lender considers appropriate, and it agrees to furnish all assistance and information, and perform any acts, that the Lender may require in connection therewith. It agrees to promptly notify the Lender of any Collateral that such Credit Party has determined is obsolete, and it shall provide the prior book value of such Collateral, a description thereof and its location.

(7) ***Location of Collateral and Offices.***

- (a) The Collateral is and shall remain in the possession or control of the applicable Credit Party at the Permitted Collateral Locations.
- (b) If a Permitted Collateral Location is not owned by a Credit Party, the Borrower shall use its commercially reasonable efforts to deliver or cause to be delivered a Collateral Access Agreement on or prior to the Closing Date, if such Permitted Collateral Location exists on the Closing Date and, in all other circumstances, it shall use its commercially reasonable efforts to deliver or cause to be delivered a Collateral Access Agreement to the Lender prior to the transfer of any Collateral which, in the determination of the Lender, is material, to such location. In this case, "commercially reasonable efforts" shall mean the provision to, and request of, the owner or operator of the Permitted Collateral Location to provide the Collateral Access Agreement in the form provided by the Lender without the further requirement of a Credit Party to incur additional expenses in excess of \$1,000 (together with applicable taxes and disbursements) in respect of each Permitted

Collateral Location consisting of leased premises where, in the determination of the Lender there is or will be located a material amount of Collateral, or provide any additional security or collateral, in connection with such request.

(8) ***Settlements on Receivables.***

- (a) If an Event of Default has occurred and is continuing, the proceeds of any Collateral sold by it shall be set aside at the request of the Lender and held by it as trustee for the Lender and such shall remain part of the Collateral.
- (b) Unless an Event of Default has occurred and is continuing, each Credit Party may settle and adjust disputes and claims with its customers and account debtors, handle returns and recoveries and grant discounts, credits and allowances in the ordinary course of its business as presently conducted for amounts and on terms which it in good faith considers advisable. If an Event of Default has occurred and is continuing, unless the Lender requests otherwise, each Credit Party shall promptly notify the Lender of (i) all returns and recoveries and, upon the Lender's request, deliver any such merchandise or other goods to the Lender, and (ii) all disputes and claims and settle or adjust them at no expense to the Lender, provided that no discount, credit or allowance shall be granted to any customer or account debtor and no returns of merchandise or other goods shall be accepted by any Credit Party without the Lender's consent. Notwithstanding the foregoing, the Lender may, if an Event of Default has occurred and is continuing, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms which the Lender considers advisable.

(9) ***Collection of Receivables.***

- (a) Regardless of whether an Event of Default has occurred and is continuing, and regardless of whether the Lender has exercised any or all of its rights under other provisions of this Agreement or any other Credit Document, and without prejudice to any other right or remedy available to the Lender at law or in equity, if the Lender requests any Credit Party to do so:
 - (i) all instruments and chattel paper at any time constituting part of the Receivables or any other Collateral (including any post-dated cheques) shall, upon receipt by such Credit Party, be immediately endorsed to and deposited with the Lender; and
 - (ii) the Credit Party shall instruct all customers and account debtors to remit all payments in respect of Receivables or any other Collateral to a lockbox or lockboxes under the sole custody and control of, and in such locations as are specified by, the Lender or to a blocked account or blocked accounts, satisfactory to the Lender. Notwithstanding the foregoing and for greater certainty, pursuant to arrangements entered into between one or more of the Credit Parties and Confederation Freezers Inc., proceeds deposited into bank account number 0002 1946 – 065 maintained by Sierra Supply Chain

Services Inc. with the Lender will be under the control of Confederation Freezers Inc. and will no longer be subject to a blocked account agreement in favour of the Lender.

- (b) If an Event of Default has occurred and is continuing, and without prejudice to any other rights or remedies available to the Lender at law or in equity, the Lender or its designee may notify any Credit Party's customers and account debtors at any time that Receivables or any other Collateral have been assigned to the Lender or of the Lender's security interest therein, and either in its own name, or the applicable Credit Parties' name, or both, demand, collect (including, without limitation, through a lockbox or blocked account analogous to that described in Section 14.1(9)(a)(ii)), receive, bring enforcement proceedings in respect of, compound and give acquittances for, any or all amounts due or to become due on Receivables or any other Collateral, and in the Lender's discretion file any claim or take any other action or proceeding which the Lender may deem necessary or appropriate to protect or realize upon the Lien of the Lender in the Receivables or any other Collateral.
- (c) Any proceeds of Receivables or other Collateral transmitted to or otherwise received by the Lender pursuant to any of the foregoing provisions hereof may be handled and administered by the Lender in and through one or more remittance accounts at the Lender (such remittance accounts to constitute special restricted accounts for purposes of and subject to the provisions of this Agreement), and each Credit Party acknowledges that the maintenance of such remittance account by the Lender is solely for the Lender's convenience and that no Credit Party has any right, title or interest in such remittance account or any amounts at any time standing to the credit thereof.
- (d) The Lender shall apply proceeds of Receivables and other Collateral received by it from any source to the payment of the Obligations (whether or not then due and payable), such applications to be made in accordance with Section 10.1(3). Except for purposes of computing interest on the Obligations in accordance with this Agreement, the Lender need not apply or give credit for any item included in proceeds of Receivables or other Collateral until the Lender has received final payment therefor at its office in cash or Cash Equivalents, acceptable to the Lender; provided that, if the Lender does give credit for any item prior to receiving final payment therefor and the Lender fails to receive such final payment or an item is charged back to the Lender for any reason, the Lender shall be entitled to charge the amount of such item back against any Deposit Account maintained with the Lender, together with interest thereon at the rate referred to in Section 3.5(3) hereof which applies to Revolving Loans in the currency of the amount involved. Concurrently with each transmission of any proceeds of Receivables or other Collateral to the Deposit Account, the Borrower shall furnish the Lender with a report in such form as the Lender shall require, identifying the particular Receivable or other Collateral from which the same arises or relates.

(10) ***Inventory and Equipment.***

- (a) It shall at its own cost and expense maintain, keep and preserve its Inventory in good condition; provided that, notwithstanding the foregoing, it may, until otherwise notified by the Lender, (i) use, consume and sell the Inventory in the ordinary course of business, but a sale in the ordinary course of business shall not under any circumstance include any transfer or sale in satisfaction, partial or complete, of a debt owing by any Credit Party; and (ii) sell obsolete, worn out or unusable Equipment which is concurrently replaced, on a reasonably expeditious basis, consistent with past practices and having regard to the particular Equipment, with similar Equipment at least equal in quality and condition to that sold and owned by such Credit Party, free of any Lien other than Permitted Liens, in a manner consistent with the past practices of such Credit Party.
- (b) Except for Equipment from time to time located at the Permitted Collateral Locations or as otherwise disclosed to the Lender in writing, none of the Equipment is or will be attached to real estate in such a manner that the same may become a fixture.
- (c) If an Event of Default has occurred and is continuing, if any of the Inventory is at any time evidenced by a document of title, such document of title shall be promptly delivered by such Credit Party to the Lender unless the Lender expressly agrees otherwise.

(11) ***Compliance with Laws.*** It shall comply in all material respects with the requirements of all Applicable Laws.

(12) ***Insolvency Applications.*** It acknowledges that its business and financial relationships with the Lender are unique, and that the Lender does not have a common interest with any of its other creditors; and it agrees that if it files any plan of arrangement under the *Companies' Creditors Arrangement Act* or makes any proposal under the *Bankruptcy and Insolvency Act*, the Lender will be placed in its own class for voting and distribution purposes, and the Credit Party will not permit or acquiesce in, directly or indirectly, the classification of the Lender with any other creditor for any purpose of such plan or proposal or otherwise.

Section 14.2 Negative Covenants

While any obligation of any Credit Party to the Lender is outstanding under any Credit Document and the Commitments have not been terminated, the Borrower agrees as follows:

- (1) ***Change of Name.*** It shall not change its name, and it shall ensure that no other Credit Party changes its name, without first giving the Lender at least thirty (30) days' prior written notice of its intent to do so.
- (2) ***Limitation on Liens.*** It shall not, and it shall ensure that each other Credit Party does not, directly or indirectly, make, create, incur, assume or suffer to exist any Lien upon or with respect to any Collateral, whether now owned or hereafter acquired, other than Permitted Liens.

- (3) ***Disposition of Assets.*** It shall not, and it shall ensure that each other Credit Party does not, sell, lease, transfer, assign, convey or otherwise dispose of any of its properties or assets except in the ordinary course of business and in accordance with the terms of the Credit Documents.
- (4) ***Consolidations and Mergers.*** It shall not, and it shall ensure that each other Credit Party does not, merge, consolidate, amalgamate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favour of any Person, except that any Credit Party may merge, amalgamate with, or dissolve or liquidate into, any other Credit Party (so long as it remains an Credit Party), provided that in any such transaction, other than an amalgamation, the Credit Party shall be the continuing or surviving corporation.
- (5) ***Formation of New Entities.*** It shall not, and it shall ensure that each other Credit Party does not, form or acquire or otherwise permit to exist any Subsidiary, without the prior written consent of the Lender.
- (6) ***Maintenance of Equity Interests.*** It shall not, and it shall ensure that each other Credit Party does not, assign, sell or transfer, or permit the assignment, sale or transfer of, any of its Equity Interests or any Equity Interest of any other Credit Party; and the Borrower shall not permit or suffer a Change of Control to occur, provided, however, that up to 30% of the economic and voting Equity Interests of the Borrower may be beneficially owned directly or indirectly by a Person or Persons (other than Robert Vanden Broek), such other Person or Persons are active in the business of the Borrower, no one Person (other than Robert Vanden Broek) beneficially owns directly or indirectly 20% or more of the economic and voting Equity Interests of the Borrower, and 70% of the economic and voting Equity Interests of the Borrower is, at all times, beneficially owned directly or indirectly by Robert Vanden Broek;
- (7) ***Limitations on Debt.*** It shall not, and it shall ensure that each other Credit Party does not, create, incur, assume, suffer to exist, or otherwise become or remain directly or indirectly liable with respect to, Debt in an aggregate amount exceeding \$250,000, determined on a consolidated basis, except: (i) Debt incurred pursuant to this Agreement; (ii) Debt existing on the Closing Date and described on Section 13.1(x); (iii) Debt secured by Permitted Liens (excluding any Capitalized Lease Obligations included in clause (v) below); (iv) Debt for amounts payable to suppliers in the ordinary course of business; (v) Capitalized Lease Obligations in an aggregate amount not exceeding \$5,000,000 at any time, determined in accordance with GAAP on a consolidated basis for the Borrower Group and each other Credit Party (excluding any Capitalized Lease Obligations included in clause (iii) above); (vi) unsecured Debt owing to another Credit Party; (vii) unsecured Debt in an amount of up to \$2,000,000 owing to Confederation Freezers Inc. which such Debt is to be used as working capital for the management of the cold storage warehouse business arrangement entered into between the relevant Credit Parties and Confederation Freezers Inc. and to finance the security deposit (namely, the payment of a rent advance) required for the cold storage business in connection with the Cold Storage Management Agreement entered into by one or more of the Credit Parties with Confederation Freezers Inc.; and (viii) Debt

incurred for the purpose of acquiring the use or possession of any property under a lease or similar arrangement (excluding any Capitalized Lease Obligations), whether or not the Credit Party has the express or implied right to acquire title to or purchase such property, if, after giving effect thereto, the aggregate amount of fixed rentals and other consideration payable by all Credit Parties under all such leases and similar arrangements would (i) exceed \$26,000,000 or (ii) exceed \$3,600,000 during any Fiscal Year.

- (8) ***Transactions with Affiliates or Associates.*** It shall not, and it shall ensure that each other Credit Party does not, enter into any contract, arrangement or transaction with any Affiliate or Associate, except: (i) as expressly permitted by this Agreement or listed on Schedule 14.2(8) hereto; (ii) agreements approved by the Lender in respect of Subordinated Debt, (iii) agreements in the ordinary course of, and pursuant to the reasonable requirements of, business and at prices and on terms substantially the same as those that the Credit Party would reasonably expect to receive in a comparable arm's length transaction with another Person (excluding any requirement for security that might otherwise be required from an arm's length party), or (iv) as otherwise disclosed in writing to, and approved by, the Lender.
- (9) ***Management Fees and Compensation.*** It shall not, and it shall ensure that each other Credit Party does not, pay any management, consulting or similar fees to any Affiliate or to any officer, director or employee of it or any Affiliate except (i) payment of reasonable compensation and expense reimbursement to officers and employees for actual services rendered to, and expenses incurred for, it in the ordinary course of business, and (ii) payment of directors' fees and reimbursement of actual out-of-pocket expenses incurred in connection with attending board of director meetings not to exceed in the aggregate for the Credit Parties with respect to all such items \$50,000 in any Fiscal Year, provided that no such payment shall be made if an Event of Default has occurred and is continuing or if the making of such payment will result in an Event of Default. Notwithstanding the foregoing and for greater certainty, the Borrower Group may pay its executive management team (consisting of the Chief Executive Officer, President and VP Finance) or their designated Affiliates (provided that the Lender receives prior written notice of whom such designated Affiliates are from time to time) as a whole aggregate annual salary and compensation not in excess of \$1,200,000 in respect of their performance of such executive roles and functions. For greater certainty, other than as set out above in respect of the cap on compensation for executive role functions, there is no cap on compensation to the owners of the Borrower Group in their capacity as employees of the Borrower Group ("**Non-Executive Compensation**"), provided that such compensation is consistent with the compensation plan for all other non-executive/non-owner normal course employees of the Borrower and the payment of any such compensation is incorporated accordingly as an expense into the calculation of the Fixed Charge Coverage Ratio (collectively, the "**Non-Executive Compensation Requirements**").
- (10) ***Contingent Obligations.*** It shall not, and it shall ensure that each other Credit Party does not, create, incur, assume or suffer to exist any Contingent Obligations, other than in respect of the Obligations, except: (i) endorsements for collection or deposit in the ordinary course of business; (ii) Contingent Obligations incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds and other similar obligations;

and (iii) Contingent Obligations arising with respect to customary indemnification obligations in favour of purchasers in connection with dispositions permitted under Section 14.2(3), and (iv) Contingent Obligations described in clause (b) of the definition thereof and permitted pursuant to Section 14.2(10); provided that, in any such case, such Contingent Obligations are not otherwise expressly restricted or prohibited by this Agreement.

- (11) ***Restricted Payments.*** It shall not, and it shall ensure that each other Credit Party does not, directly or indirectly, (i) declare or make any payment or other distribution of assets, properties, cash, rights, obligations or Securities on account of any of Equity Interests, or (ii) purchase, redeem or otherwise acquire for value any of its, or any of its Affiliate's, shares of capital stock, partnership interests, membership interests or other equity securities or any warrants, rights or options to acquire such interests or Securities now or hereafter outstanding, or (iii) make any payment in respect of Subordinated Debt, or (iv) make any other payment or distribution to any of its shareholders or Affiliates or any other non-arm's length party; provided, however, that the Credit Parties may collectively declare or pay dividends in an aggregate amount of up to \$1,200,000 in any Fiscal Year without the consent of the Lender, if (A) it results in a payment to another Credit Party, so long as it remains a Credit Party, or (B) it results in a payment to any other Person provided that (x) no Default or Event of Default exists, or will exist as a result of the proposed dividend payment, (y) the Fixed Charge Coverage Ratio (calculated on a rolling twelve month period) shall be greater than 1.20:1.00 at all times thereafter (after having given effect to, in all circumstances, the proposed dividend payment), and (z) at the time of the dividend payment there will have been or will be projected (as applicable), Excess Availability in respect of the Revolving Facility of at least \$2,500,000 for the previous two (2) month period prior to, and the subsequent three (3) month period after, giving effect to and taking into account such dividend payment. The Borrower, on behalf of the Borrower Group, shall provide the Lender with 10 Business Days prior written notice of the making of any proposed dividend payment in order that the Lender may confirm and verify that the conditions set out herein are satisfied with respect to the making of any proposed dividend payment. Any proposed dividend payment in excess of the \$1,200,000 annual aggregate limit referred to above will require the prior written consent of the Lender.

Notwithstanding the foregoing and for greater certainty, the Borrower shall not make any dividend or other payments contemplated by this Section 14.2(10) until such point in time as the operation of the Fixed Charge Coverage Ratio is no longer suspended under this Agreement and becomes operable again.

- (12) ***Change in Business.*** It shall not, and it shall ensure that each other Credit Party does not, engage in any material line of business substantially different from those lines of business carried on by it on the date hereof (including any material change in the proportion of Receivables generated from the sale of Inventory (being approximately 90%) and the provision of services (being approximately 10%)) and it shall not change the location from which such line of business is carried on by it, all as described in Section 13.1(d).
- (13) ***Change in Structure.*** It shall not, and it shall ensure that each other Credit Party does not, make any changes in its equity capital structure (including a change in the terms of its

outstanding equity securities), or amend its constating documents (including any shareholder agreement), except as necessary to effect transactions permitted under Section 14.2(4).

- (14) **Accounting Changes.** It shall not, and it shall ensure that each other Credit Party does not, make any significant change in accounting treatment or reporting practices, except as required by GAAP, or change its Auditor (unless it is another independent accounting firm of national standing or which is acceptable to the Lender acting reasonably) or Fiscal Year.
- (15) **Deposit Accounts.** It shall not open or maintain any Deposit Account except with the Lender.
- (16) **Material Contracts.** It shall not, and it shall ensure that each other Credit Party does not, (i) cancel or terminate any Material Contract; (ii) waive any default or breach under any Material Contract; (iii) amend or otherwise modify any Material Contract; or (iv) take any other action in connection with any Material Contract or Licence, that would, in each case, have a Material Adverse Effect.
- (17) **Limitation on Sale and Leaseback Transactions.** Without the prior written consent of the Lender it shall not, and it shall ensure that each other Credit Party does not, directly or indirectly, enter into any sale and leaseback transaction with respect to any property or assets (whether now owned or hereafter acquired).
- (18) **Loans and Investments.** It will not, and it shall ensure that each other Credit Party does not, without the prior written approval of the Lender, (i) purchase or acquire, or make any commitment to purchase or acquire, any capital stock, equity interest, or any obligations or other Securities of, or any interest in, any Person, including, without limitation, the establishment or creation of a Subsidiary, or (ii) make or commit to make any acquisition of all or substantially all of the assets of another Person, or of any business or division of any Person, including without limitation, by way of merger, consolidation, amalgamation or other combination or (iii) make or commit to make any advance, loan, extension of credit or capital contribution to or any other investment in or guarantee of, any Person including any Affiliate or make any payments in respect thereof (the items described in clauses (i), (ii), and (iii) are referred to as “**Investments**”), except for: (A) Investments in cash and Cash Equivalents; (B) extensions of credit by one Credit Party to another Credit Party (so long as it remains an Credit Party), as the case may be and interest and other payments made in connection with such extensions of credit; and (C) extensions of credit which constitute trade receivables in the ordinary course of business.
- (19) **Use of Cash.** Use any cash on deposit with the Lender which is subject to an offset agreement in breach of any term or covenant contained in this Agreement or any other Credit Document.
- (20) **Location of Assets in Other Jurisdictions.** It will not, and it shall ensure that each other Credit Party does not, except for any Collateral in transit for delivery to a customer in the ordinary course of business of such Credit Party, as part of the performance of its obligations or the provision of its services to such customer under a contract entered into

with such customer in the ordinary course of business of such Credit Party, (i) acquire any Collateral outside of the jurisdictions identified in Schedule 13.1(t), or (ii) move any Collateral to a jurisdiction where the Lender would not have, or continue to have, a first priority Lien over such Collateral under Applicable Law, or (iii) knowingly suffer or permit in any other manner any of its Collateral to not be subject to the Lender's Lien or to be or become located in a jurisdiction as a result of which the Lender's Lien over such Collateral is not perfected.

- (21) ***Excluded Subsidiaries.*** It will not, and it shall ensure that each other Credit Party does not, without the prior written approval of the Lender, allow or cause any Excluded Subsidiary to (i) incur any Debt, other than Debt secured by or which could be secured by Permitted Liens or Debt for amounts payable to suppliers in the ordinary course of business, (ii) grant, incur or suffer any Lien other than a Permitted Lien, (iii) purchase or acquire, or make any commitment to purchase or acquire, any capital stock, equity interest, or any obligations or other Securities of, or any interest in, any Person, including, without limitation, the establishment or creation of a Subsidiary, (iv) make or commit to make any acquisition of all or substantially all of the assets of another Person, or of any business or division of any Person, including without limitation, by way of merger, consolidation, amalgamation or other combination or (v) make or commit to make any advance, loan, extension of credit or capital contribution to or any other investment in, any Person including any Affiliate or make any payments in respect thereof.
- (22) ***Loans to Excluded Subsidiaries.*** It will not, and it shall ensure that each other Credit Party does not, make loans or advance funds or make or increase, as the case may be, any equity investment in any Excluded Subsidiary.
- (23) ***Pension Plans.*** It will not, and it shall ensure that each other Credit Party does not create or establish a defined benefit pension plan.

Section 14.3 Financial Covenants of the Borrower

While any Obligation of any Credit Party or any Obligation of the Lender is outstanding under any Credit Document, the Borrower agrees as follows:

- (1) ***Fixed Charge Coverage Ratio.*** The Borrower shall, (i) at all times during each Twelve Month Period until that date which is 12 months after the Original Closing Date (commencing with the Twelve Month Period ending August 31, 2013), maintain a Fixed Charge Coverage Ratio of not less than 1.0:1.0, and (ii) at all times thereafter during each Twelve Month Period maintain a Fixed Charge Coverage Ratio of not less than 1.1:1.0, calculated and tested as of the last day of each calendar month and at such other times as the Lender determines necessary or appropriate.

Notwithstanding the foregoing and for greater certainty (but subject to the one time conversion option available to the Borrower which is further described below), the testing of the Fixed Charge Coverage Ratio is and shall be suspended for the period commencing April 1, 2022 and ending December 31, 2022. Commencing as of January 1, 2023, the Fixed Charge Coverage Ratio will again be subject to testing and measurement in

accordance with this Agreement. During the period commencing April 1, 2022 and ending December 31, 2022, the Borrower shall at all times maintain EBITDA at an amount of not less than 85% of the projected EBITDA during such period provided by the Borrower to the Lender. In particular, the Borrower shall maintain the following minimum EBITDA:

- (a) \$966,000 for the period ending April 30, 2022 (projected EBITDA of \$1,136,000);
- (b) \$787,000 for the period ending May 31, 2022 (projected EBITDA of \$926,000);
- (c) \$1,842,000 for the period ending June 30, 2022 (projected EBITDA of \$2,167,000);
- (d) \$2,704,000 for the period ending July 30, 2022 (projected EBITDA of \$3,181,000);
- (e) \$3,739,000 for the period ending August 31, 2022 (projected EBITDA of \$4,399,000);
- (f) \$4,273,000 for the period ending September 30, 2022 (projected EBITDA of \$5,027,000);
- (g) \$4,330,000 for the period ending October 31, 2022 (projected EBITDA of \$5,094,000);
- (h) \$4,839,000 for the period ending November 30, 2022 (projected EBITDA of \$5,693,000); and
- (i) \$5,031,000 for the period ending December 31, 2022 (projected EBITDA of \$5,919,000).

In addition to the foregoing and for greater certainty, for purposes of the foregoing EBITDA shall be calculated on a trailing twelve month basis during the period commencing April 1, 2022 and ending December 31, 2022. The Borrower may at any time prior to December 31, 2022, on 30 days prior written notice to the Lender, elect to permanently suspend the operation of the minimum EBITDA covenant described above and instead re-commence the operation and testing of the Fixed Charge Coverage Ratio covenant described above. The Borrower acknowledges and agrees that if it chooses to recommence the operation of the Fixed Charge Coverage Ratio prior to the period ending December 31, 2022 then the Borrower will not be permitted to revert back to minimum EBITDA covenant testing prior to the period ending December 31, 2022.

- (2) **Capital Expenditures.** The Borrower and the other Credit Parties will not expend or become obligated for any Capital Expenditures in an aggregate amount exceeding (i) \$8,000,000 during Fiscal Year 2022, and (ii) \$4,000,000 in any Fiscal Year thereafter, determined in accordance with GAAP on a consolidated basis for the Borrower Group.

ARTICLE 15 DEFAULT AND ENFORCEMENT

Section 15.1 Events of Default

The occurrence of any of the following events shall constitute an event of default (an “Event of Default”) under this Agreement:

- (a) ***Payment Defaults.*** Failure by any Credit Party to pay to the Lender when due all amounts owing to the Lender under any Credit Document, including without limitation, all Accommodations Outstanding, interest and other Obligations.
- (b) ***Non-Payment Defaults under Article 14.*** Failure of any Credit Party to comply with any covenant in Article 14 hereof.
- (c) ***Other Non-Payment Defaults under Credit Documents.*** Failure of any Credit Party to comply with any covenant given in favour of the Lender in any Credit Document (other than a Default pursuant to Section 15.1(a) or Section 15.1(b)) if such Default is capable of being remedied and such Default has not been remedied within ten (10) days after the earlier of (A) the date on which an officer of any Credit Party became aware of such Default, and (B) the date on which the Borrower received notice of such Default from the Lender.
- (d) ***Default in Other Agreements.*** (i) Failure of any Credit Party to pay when due any principal, interest or other amount payable in respect of any indebtedness owing by such Credit Party (other than indebtedness owing pursuant to any Credit Document) in an individual principal amount of \$100,000 or more or in an aggregate principal amount of \$100,000 or more, after the expiry of any applicable grace period provided therefor; or (ii) breach or default by any Credit Party with respect to any other term of any indebtedness owing by any Credit Party (other than covenants in respect of indebtedness owing pursuant to any Credit Document), including any loan agreement, Mortgage, indenture or other agreement relating thereto, after the expiry of any applicable grace period provided therefor, in each case, if the effect of such breach or default is to cause, or to permit such indebtedness to become or be declared due and payable (or subject to a compulsory repurchase or redemption) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be.
- (e) ***Breach of Representations and Warranties.*** Any representation, warranty, certification or statement made or deemed to be made by any Credit Party in any Credit Document is untrue in any material respect as of the date on which such representation, warranty, certification or statement was made or deemed to have been made.
- (f) ***Action by Other Creditors.*** Any judgment, writ, warrant of attachment, distress or any similar process in an amount exceeding \$100,000 is entered or filed against one or more of the Credit Parties or against any Collateral (or which, when combined with other judgments, writs, warrants of attachment, distress or other similar

proceedings entered or filed against one or more Credit Parties or against any Collateral, exceeds an aggregate amount of \$100,000), and such judgment, writ, warrant of attachment, distress or any similar process is not diligently appealed in good faith and vacated, bonded, stayed or satisfied within thirty (30) days thereafter or, within such 30 day period, any Collateral is possessed or seized by any third party creditor.

- (g) ***Invalidity and Contest.*** (i) Any Credit Document, or any provision thereof, shall at any time cease to be a legally binding and enforceable obligation of any Credit Party that is a party thereto in accordance with its terms or be declared null and void, (ii) the legality, validity, binding nature or enforceability of any Credit Document, or any provision thereof, shall be contested by any Credit Party, or (iii) any Credit Party shall deny that it has any further liabilities or obligations under any Credit Document to which it is a party except as permitted under such Credit Document.
- (h) ***Governmental Approvals.*** Any Governmental Approval required for any Credit Party to conduct its business substantially in the manner presently conducted or to perform its obligations under any Credit Document is not obtained or is withdrawn or ceases to be in full force and effect and (i) in the Lender's opinion, it is not possible for such Credit Party to obtain such Governmental Approval within 30 days after the date on which such Governmental Approval was required or withdrawn, as applicable, or (ii) in the Lender's opinion, it is possible for such Credit Party to obtain such Governmental Approval within 30 days after the date on which such Governmental Approval was required or withdrawn, as applicable, but such Governmental Approval is not obtained within such 30 day period.
- (i) ***Voluntary Proceedings.*** Any Credit Party (i) institutes proceedings for substantive relief in any bankruptcy, insolvency, debt restructuring, reorganization, readjustment of debt, dissolution, liquidation, winding-up or other similar proceedings (including proceedings under the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the United States Bankruptcy Code, incorporating statute (or other legislation, document or agreement creating such Credit Party), including proceedings for the appointment of a trustee, interim receiver, receiver, receiver and manager, administrative receiver, custodian, liquidator, provisional liquidator, administrator, sequestrator or other like official with respect to such Credit Party or all or any material part of the Collateral, or (ii) makes an assignment for the benefit of creditors, or (iii) is unable, or admits in writing its inability, to pay its debts as they become due or otherwise acknowledges its insolvency or commits any other act of bankruptcy or is insolvent under any applicable legislation, or (iv) voluntarily suspends the conduct of its business or operations, or (v) acquiesces in, or takes any action in furtherance of, any of the foregoing.
- (j) ***Involuntary Proceedings.*** If any third party (i) makes any application under the *Companies' Creditors Arrangement Act* (Canada), the *United States Bankruptcy*

Code or similar legislation in Canada or the United States of America in respect of any Credit Party, or (ii) files a proposal or notice of intention to file a proposal under the *Bankruptcy and Insolvency Act* (Canada), the *United States Bankruptcy Code* or similar legislation in Canada or the United States of America in respect of any Credit Party, or (iii) institutes any winding-up proceeding under the *Winding-up and Restructuring Act* (Canada), the *United States Bankruptcy Code*, any relevant incorporating statute or any similar legislation in Canada or the United States of America in respect of any Credit Party, or (iv) presents a petition in bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or any similar legislation in Canada or the United States of America in respect of any Credit Party, or (v) files, institutes or commences any other petition, proceeding or case under any other bankruptcy, insolvency, debt restructuring, reorganization, incorporation, readjustment of debt, dissolution, liquidation, winding-up or similar law now or hereafter in effect, seeking bankruptcy, liquidation, reorganization, dissolution, winding-up, composition or readjustment of debt of any Credit Party, the appointment of a trustee, interim receiver, receiver, receiver and manager, administrative receiver, custodian, liquidator, provisional liquidator, administrator, sequestrator or other like official for any Credit Party, or any material part of any Credit Party's assets or any similar relief in Canada or the United States of America; unless such application, filing, proceeding, petition or case, as applicable, is being contested in good faith by *bona fide* action on the part of the relevant Credit Party and is dismissed, stayed or withdrawn within 30 days after the commencement thereof.

- (k) ***Material Adverse Change.*** At any time an event or circumstance occurs that, in the opinion of the Lender, is or will be a Material Adverse Change.
- (l) ***Change of Control.*** A Change of Control occurs or, in the opinion of the Lender, will occur.
- (m) ***Pension Plans.*** The institution of any steps by any Credit Party or any applicable regulatory authority to terminate a Canadian Pension Plan (in whole or in part) if, as a result of such termination, any Credit Party may be required to make an additional contribution to such Canadian Pension Plan, or to incur an additional liability or obligation to such Canadian Pension Plan.
- (n) ***Loss of Collateral, etc.*** Any loss, theft, damage or destruction occurs with respect to any Collateral if the amount not covered by insurance exceeds \$400,000 (excluding any related deductible under insurance policies).
- (o) ***Dissolution, etc.*** The dissolution, liquidation, wind-up or termination of existence of any Credit Party or if any proceedings are commenced in respect thereof unless, in the case of proceedings not brought by a Credit Party, such proceedings are being actively and diligently contested in good faith by *bona fide* action on the part of the relevant Credit Party and is dismissed, stayed or withdrawn within 30 days after the commencement thereof.

- (p) **EDC Guarantee.** The EDC Guarantee shall for any reason cease to be in full force and effect or shall be declared in a final judgement of a court of competent jurisdiction to be null and void, or any Person (specifically including Export Development Canada) contests the validity or enforceability thereof or denies its liability thereunder in whole or in part.
- (q) **Cash Injection.** Robert Vanden Broek fails at any time either directly or indirectly to make a cash injection into the Borrower in the circumstances, in the amounts and within the timeframe set out in Section 6.1 of the Seventh Amending Agreement to the Original Credit Agreement dated as of August 18, 2021 entered into among the Borrower, certain affiliates of the Borrower, as Guarantors, and the Lender, as acknowledged by Robert Vanden Broek (the “**Cash Injection Obligation**”). For greater certainty, the Credit Parties acknowledge, confirm and agree that the Cash Injection Obligation remains in full force and effect and that a copy of the Seventh Amending Agreement which sets out the terms and conditions of the Cash Injection Obligation in Section 6.1 thereof is appended as Exhibit “F” hereto. Notwithstanding the foregoing, the Lender hereby waives the requirement for any payment to be made in respect of the Cash Injection Obligation for Fiscal Year 2022.

Section 15.2 Rights upon Default and Event of Default

Upon the occurrence of a Default, which is continuing, the Lender may, on notice to the Borrower, declare that the ability of the Borrower to require any further Advances under the Facilities shall be suspended. Upon the occurrence of an Event of Default which is continuing, the Lender may do either or both of the following:

- (a) declare that the Commitment under any or all of the Facility has expired and that the Lender’s obligation to make Advances has terminated; and
- (b) declare the entire principal amount of all Advances outstanding, all unpaid accrued interest and all fees and other amounts required to be paid by the Borrower hereunder to be immediately due and payable without the necessity of presentment for payment, notice of non-payment and of protest (all of which are hereby expressly waived) and proceed to exercise any and all rights and remedies hereunder and under any other Credit Document.

From and after the issuance of any declaration referred to in this Section 15.2, the Lender shall not be required to honour any cheque or other instrument presented to it by the Borrower regardless of the date of issue or presentation. Immediately upon receipt of a declaration under Section 15.2(b), the Borrower shall pay to the Lender all amounts outstanding hereunder including, without limitation, the Deemed Hedge Exposure owing under each Hedging Arrangement. Without limiting the generality of the foregoing, the Borrower shall pay to the Lender the maximum amount payable under all outstanding Letters of Credit, which are unmatured or unexpired, which amounts shall be held by the Lender as collateral security for the Borrower’s obligations with respect to those Letters of Credit. The Deemed Hedge Exposure under any Hedging Arrangement shall be determined in accordance with the applicable Hedge Agreement.

Section 15.3 Waiver of Default

No express or implied waiver by the Lender of any demand, Default or Event of Default shall in any way be or be construed to be a waiver of any future or subsequent Default or Event of Default. To the extent permitted by Applicable Law, the Credit Parties hereby waive any rights now or thereafter conferred by statute or otherwise which may limit or modify any of the Lender's rights or remedies under any Credit Document. The Borrower agrees that the exercise by the Lender of any rights or remedies under any Credit Document without having declared an acceleration shall not in any way alter, affect or prejudice the right of the Lender to make a declaration pursuant to Section 15.2 at any time and, without limiting the foregoing, shall not be construed as or deemed to constitute a waiver of any rights under Section 15.2.

ARTICLE 16 REMEDIES

Section 16.1 Remedies Cumulative

For greater certainty, the rights and remedies of the Lender under this Agreement and the other Credit Documents are cumulative and are in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by the Lender of any right or remedy upon the occurrence of a demand, Default or Event of Default shall not be deemed to be a waiver of, or to alter, affect or prejudice any other right or remedy to which the Lender may be lawfully entitled as a result of the demand, Default or Event of Default, and any waiver by the Lender of the strict observance of, performance of or compliance with any term, covenant, condition or agreement herein contained, and any indulgence granted thereby, shall be deemed not to be a waiver of any subsequent demand, Default or Event of Default.

Section 16.2 Remedies Not Limited

The Lender may, to the extent permitted by Applicable Law, bring suit at law, in equity or otherwise, for any available relief or purpose including, but not limited to: (a) the specific performance of any covenant or agreement contained in this Agreement or in any other Credit Document; (b) an injunction against a violation of any of the terms of this Agreement or any other Credit Document; (c) in aid of the exercise of any power granted by this Agreement or any other Credit Document or by law; or (d) the recovery of any judgment for any and all amounts due in respect of the Obligations.

Section 16.3 Set-Off

Upon the occurrence of demand, Default or Event of Default, the Lender and each of its branches and offices are hereby authorized by each Credit Party from time to time, without notice to: (a) set-off and apply any and all amounts owing by the Lender or any of its branches or offices to any Credit Party (whether payable in Canadian Dollars or any other currency and any amounts so owing in any other currency may be converted into one or more currencies in which the Obligations are denominated at such rate or rates as the party may be able to obtain, acting reasonably, and whether matured or unmatured, and in the case of deposits, whether general or special, time or demand and however evidenced) against and on account of the Obligations (whether or not any declaration under Section 15.2 has been made and whether or not those

Obligations are unmatured or contingent); (b) hold any amounts owing by the Lender as collateral to secure payment of the Obligations owing to it to the extent that those amounts may be required to satisfy any contingent or unmatured Obligations owing to it; and (c) return as unpaid for insufficient funds any and all cheques and other items drawn against any deposits so held as the Lender in its sole discretion may elect. For greater certainty, and in addition to the rights, powers and remedies set out above, the Lender and each of its branches and offices may exercise at their discretion any and all set-off and other rights and remedies afforded to each of them pursuant to Applicable Law.

Section 16.4 Lender May Perform Covenants

If any Credit Party fails to perform any of its obligations under any covenant contained in this Agreement or any other Credit Document, the Lender may (but has no obligation to), upon notice to the Borrower, perform any covenant on behalf of such Credit Party and, if the covenant requires the payment or expenditure of money, the Lender may make Advances to fund such expenditure, and such Advances shall constitute Prime Rate Loans under the Revolving Facility and shall be repaid by the Borrower upon demand by the Lender.

ARTICLE 17 GENERAL PROVISIONS

Section 17.1 Assignment

- (1) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and any permitted Assignees. The Credit Parties shall not assign, delegate or transfer all or any part of their rights or obligations under this Agreement without the prior written consent of the Lender, which consent may be withheld in the Lender's sole discretion.
- (2) The Lender may (subject to what is stated below), on at least 120 days prior written notice to, and without the consent of, the Borrower, assign all or any part of its rights and obligations in respect of the Credit Documents to one or more financial institutions or other entities (each an "**Assignee**"), and any such assignment shall become effective upon receipt by the Borrower of (i) written notice from the Lender that it has assigned all or any part of its rights under the Credit Documents and (ii) a written undertaking from the Assignee (addressed to all the parties to this Agreement) agreeing to be bound by this Agreement and to perform the obligations assigned to it. Any Assignee shall be treated as a lender for all purposes of this Agreement, shall be entitled to the full benefit hereof and shall be subject to the obligations of the Lender to the same extent as if it were an original party in respect of the rights or obligations assigned to it, and the Lender shall be released and discharged accordingly and to the same extent, and the Schedules hereto, as applicable, shall be amended accordingly from time to time without further notice or other requirement. If the Borrower chooses to find and secure alternate financing for all of its Obligations hereunder after having received notice of an intended assignment from the Lender but prior to such intended assignment becoming effective, the Borrower shall not be required to pay the Lender the termination fee contemplated by Section 3.12 hereof. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, the Lender may, without

any prior notice to the Borrower, assign all or any part of its rights and obligations in respect of the Credit Documents to any Assignee.

- (3) The Lender may disclose to any prospective Assignee and to any Affiliate of the Lender and to BMO Financial Group business groups, Affiliates and subsidiaries, on a confidential basis, such information concerning the Credit Parties, their businesses and properties as it considers appropriate, without liability to any Credit Party.

Section 17.2 Amendments

No amendment or waiver of any provision of this Agreement or consent to any departure by a party from any provision of this Agreement will be effective unless it is in writing, and any such amendment, modification, waiver or consent will be effective only in the specific instance, for the specific purpose and for the specific length of time for which it is given.

Section 17.3 Notice

Unless otherwise specified, any notice or other communication required or permitted to be given to a party under this Agreement shall be in writing and may be delivered personally or sent by prepaid registered mail, e-mail, PDF or facsimile, to the address, e-mail address or facsimile number of the party set out beside its name at the foot of this Agreement to the attention of the Person there indicated or to such other address, e-mail address, facsimile number or other Person's attention as the party may have specified by notice in writing given under this Section. Any notice or other communication shall be deemed to have been given (i) if delivered personally, when received; (ii) if mailed, subject to Section 17.4, on the fifth Business Day following the date of mailing; (iii) if sent by facsimile or e-mail, on the Business Day when the appropriate confirmation of receipt has been received if the confirmation of receipt has been received before 3:00 p.m. on that Business Day or, if the confirmation of receipt has been received after 3:00 p.m. on that Business Day, on the next succeeding Business Day; and (iv) if sent by facsimile or e-mail on a day which is not a Business Day, on the next succeeding Business Day on which confirmation of receipt has been received. All communication with any Credit Party hereunder may be directed through the Borrower. For greater certainty, any notice or other document or instrument which is required to be given or delivered to any Credit Party hereunder shall be deemed (unless notice to such Credit Party is required by Applicable Law) to have been given to and received by such Credit Party if given to the Borrower.

Section 17.4 Disruption of Postal Service

If a notice has been sent by prepaid registered mail and before the fifth Business Day after the mailing there is a discontinuance or interruption of regular postal service so that the notice cannot reasonably be expected to be delivered within five Business Days after the mailing, the notice will be deemed to have been given when it is actually received (or upon refusal of receipt).

Section 17.5 Environmental Indemnity

Each Credit Party shall, and does hereby, indemnify and hold each Indemnified Person harmless from and against any and all Claims and Losses incurred or suffered by, or asserted against, the Indemnified Person, with respect to or as a direct or indirect result of, (a) the presence

on or under, or any Release or likely Release of any Hazardous Substance from any of the Collateral, comprising real property or any other real properties owned or used by any of the Credit Parties or any Subsidiary or any of their successors and assigns; or (b) the breach of any Applicable Laws by any mortgagor, owner, lessee or occupant of such properties. The obligations of each of the Credit Parties under this Section 17.5 shall survive the repayment of the other Obligations and the termination of the Facilities.

Section 17.6 Further Assurances

The Borrower agrees to comply, and to cause each other Credit Party to comply, with all terms and conditions of each of the Credit Documents and, at any time and from time to time, upon request of the Lender, to execute and deliver to the Lender, such further Credit Documents or instruments and shall do or cause to be done such further acts as the Lender may deem necessary or desirable to ensure such compliance, to give effect to the intent of the Credit Documents and to secure the Obligations, including, without limitation, executing and delivering, or causing to be executed and delivered, such further Credit Documents or instruments as may be necessary or desirable to (i) give the Lender a first priority Lien in any and all property and assets now or hereafter acquired by any Credit Party, subject only to Permitted Liens, and (ii) to assign all or any part of the Lender's rights and obligations hereunder to any Assignee.

Section 17.7 Judgment Currency

If for the purpose of obtaining judgment in any court it is necessary to convert all or any part of the liabilities or any other amount due to the Lender in respect of any of the Borrower's obligations under this Agreement in any currency (the "**Original Currency**") into another currency (the "**Other Currency**"), the Borrower, to the fullest extent that it may effectively do so, agrees that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Lender could purchase the Original Currency with the Other Currency on the Business Day preceding that on which final judgment is paid or satisfied. The obligations of the Borrower in respect of any sum due in the Original Currency from it to the Lender shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Lender of any sum adjudged to be so due in such Other Currency the Lender may, in accordance with its normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lender in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such Loss, and if the amount of the Original Currency so purchased exceeds the sum originally due to the Lender in the Original Currency, the Lender agrees to remit such excess to the Borrower.

Section 17.8 Waivers

No failure to exercise, and no delay in exercising, on the part of the Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege shall preclude the exercise of any other right, remedy, power or privilege.

Section 17.9 Reimbursement of Expenses

The Credit Parties jointly and severally agree to: (a) pay or reimburse the Lender on demand, for all of its reasonable out-of-pocket costs and expenses (including legal fees and disbursements) incurred in connection with the preparation, negotiation and execution of this Agreement and the other Credit Documents including any subsequent amendments of this Agreement or any other Credit Document, and the consummation and the administration of the transactions contemplated hereby including the reasonable fees and disbursements of counsel to the Lender; and (b) pay or reimburse, on demand, the Lender for all its costs and expenses (including legal fees) incurred in connection with the determination, preservation and enforcement of any responsibilities, rights and remedies under this Agreement and the other Credit Documents, including the reasonable fees and disbursements of its counsel. The obligations of the Credit Parties under this Section 17.9 shall survive the repayment of all Advances and the termination of the Facilities.

Section 17.10 Governing Law

This Agreement and each of the Credit Documents (unless the particular Credit Document otherwise provides) are governed by, and are to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 17.11 Submission to Jurisdiction

The Borrower and each Credit Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court. The Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action or proceeding. The Borrower hereby irrevocably consents to the service of any and all process in such action or proceeding by the delivery of such process to such Borrower at its address provided in accordance with Section 17.3.

Section 17.12 Waiver of Trial by Jury

The Borrower and the Credit Parties hereby knowingly voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation based on, or arising out of, under, or in connection with, this Agreement or any other Credit Document, or any course of conduct, course of dealing, statements (whether oral or written) or actions of the Lender or of the Borrower or any Credit Parties. The Borrower and the Credit Parties acknowledge and agree that they have received full and sufficient consideration for this provision (and each other provision of each other Credit Document to which it is a party) and that this provision is a material inducement for the Lender entering into this Agreement and each other Credit Document.

Section 17.13 Counterparts

This Agreement and the Credit Documents may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. This Agreement and the Credit Documents may be executed and delivered by facsimile transmission or PDF and each of the parties hereto may

rely on such facsimile signature of PDF as though that facsimile signature or PDF were an original hand-written signature.

Section 17.14 Excluded Subsidiaries

The parties hereto acknowledge and agree that each Excluded Subsidiary is not a Credit Party for purposes of this Agreement or any of the Credit Documents.

Section 17.15 Entire Agreement

This Agreement and all other Credit Documents constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral.

Section 17.16 Acknowledgement

Each Credit Party hereby acknowledges, confirms and agrees that all Credit Documents (including without limitation Security documents) previously, now or hereafter delivered by such Credit Party in favour of the Lender remain in full force and effect in accordance with their respective terms, subject to any amendments thereof from time to time. For greater certainty, each Credit Party that has previously executed and delivered a Security Document hereby acknowledges and confirms that each such Security Document secures the obligations of such Credit Party under and in connection with this Agreement and all other relevant Credit Documents.

Section 17.17 [Intentionally Deleted]

Section 17.18 Amended and Restatement of Original Credit Agreement

This Agreement amends, restates, consolidates and supplements certain provisions of the Original Credit Agreement and shall not be considered a novation thereof. Any provision hereof which differs from or is inconsistent with a provision of the Original Credit Agreement constitutes an amendment to the Original Credit Agreement with each such amendment being effective as and from the date hereof. The provisions of the Original Credit Agreement as amended hereby have been consolidated and restated in this Agreement. This Agreement will not discharge or constitute a novation of any debt, obligation, covenant or agreement contained in the Original Credit Agreement or in any Security documents, agreements, certificates and other documents (including other Credit Documents) executed and delivered by or on behalf of a Credit Party in respect thereof or in connection therewith, but same shall remain in full force and effect save to the extent same are amended by the provisions of this Agreement. All representations and warranties set out in this Agreement are freshly made on the date hereof, but nothing herein shall release or otherwise affect the liability of each Credit Party in connection with the representations and warranties contained in the Original Credit Agreement.

Section 17.19 Anti-Money Laundering Legislation

Each of the Credit Parties acknowledges that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering,

anti-terrorist financing, government sanction and “know your client” Applicable Laws (collectively, including any guidelines or orders thereunder, the “**AML Legislation**”), the Lender may be required to obtain, verify and record information regarding the Borrower and the Credit Parties (or any of them), its directors and signing officers and the transactions contemplated herein. Each of the Credit Parties shall promptly: (a) provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Lender, or any prospective assignee of the Lender, in order to comply with any AML Legislation, whether now or hereafter in existence; and (b) notify the recipient of such information of any changes thereto. Each of the Credit Parties acknowledges that the Facilities are for use by the Borrower and will be used for the business purposes of the Borrower in accordance with the terms and conditions set forth in this Agreement.

Section 17.20 Marketing

For the purpose of “tombstone marketing”, the Borrower hereby authorizes and consents to reproduction, disclosure and use by the Lender of the Borrower’s name, any identifying logos, and the transactions contemplated by this Agreement and the Facilities (all such information being called the “**Information**”) to enable the Lender to publish promotional “tombstones”. The Borrower acknowledges and agrees that the Lender shall be entitled to determine, in its discretion, whether to use the Information; that no compensation will be payable by the Lender resulting therefrom; and that the Lender shall not have any liability whatsoever to any Credit Party or any of its employees, officers, directors, affiliates or shareholders in obtaining and using the Information in accordance with this Section.

[SIGNATURE PAGES FOLLOW]

The parties have executed this Agreement as of the day and year first written above.

5090 Explorer Drive
Suite 203
Mississauga, Ontario
L4W 4X6

Attention: President
Fax No.: 416-252-2544

**EASTERN MEAT SOLUTIONS INC., as
Borrower**

By: 

Name: Robert Vanden Broek
Title: President

By: _____

Name:
Title:

I/we have authority to bind the corporation

5090 Explorer Drive
Suite 203
Mississauga, Ontario
L4W 4X6

Attention: President
Fax No.: 416-252-2544

**SIERRA CUSTOM FOODS INC., as
Guarantor**

By: 

Name: Robert Vanden Broek
Title: President

By: _____

Name:
Title:

I/we have authority to bind the corporation

5090 Explorer Drive
Suite 203
Mississauga, Ontario
L4W 4X6

Attention: President
Fax No.: 416-252-2544

**SIERRA SUPPLY CHAIN SERVICES
INC., as Guarantor**

By: 

Name: Robert Vanden Broek
Title: President

By: _____

Name:
Title:

I/we have authority to bind the corporation

Asset Based Lending
18th Floor, 100 King Street West
Toronto, Ontario, M5X 1A1
Attention: Account Manager
Fax No.: 416-643-4249

BANK OF MONTREAL

By: _____

Title: Director - Asset Based Lending

By: _____

Title: Director - Asset Based Lending

SCHEDULE 13.1(d)
Business and Operations

SCHEDULE 13.1(e)
Approvals

SCHEDULE 13.1(j)
Litigation

SCHEDULE 13.1(l)
Taxes

SCHEDULE 13.1(m)
Equity Interests and Corporate Chart

SCHEDULE 13.1(r)
Locations of Collateral

SCHEDULE 13.1(s)
Intellectual Property

SCHEDULE 13.1(t)
Real Property Interests

SCHEDULE 13.1(u)(i)
Environmental Matters

SCHEDULE 13.1(w)
Material Contracts

SCHEDULE 13.1(x)
Existing Debt

SCHEDULE 13.1(dd)
Deposit Accounts

SCHEDULE 14.1(4)
Insurance

SCHEDULE 14.2(8)
Transactions with Affiliates

EXHIBIT “A”
Form of Borrower’s Certificate

EXHIBIT “B”
Form of Compliance Certificate and Calculation of Financial Covenants

EXHIBIT “C”
Drawdown Notice

EXHIBIT “D”
Rollover/Conversion Notice

EXHIBIT “E”
Permitted Liens

EXHIBIT “F”
Seventh Amending Agreement

EXHIBIT “G”
Additional Capital Expenditures

SCHEDULE 13.1 (d)
BUSINESS AND OPERATIONS

1. Eastern Meat Solutions Inc.

Business and Operations	
Registered Office / Location of records	5090 Explorer Drive, Suite 203, Mississauga, Ontario, L4W 4T9
Locations of assets	5090 Explorer Drive, Suite 203, Mississauga, Ontario, L4W 4T9

2. Sierra Custom Foods Inc.

Business and Operations	
Registered Office / Location of records	5090 Explorer Drive, Suite 203, Mississauga, Ontario, L4W 4T9
Locations of assets	5090 Explorer Drive, Suite 203, Mississauga, Ontario, L4W 4T9

3. Sierra Supply Chain Services Inc.

Business and Operations	
Registered Office / Location of records	5090 Explorer Drive, Suite 203, Mississauga, Ontario, L4W 4T9
Locations of assets	5090 Explorer Drive, Suite 203, Mississauga, Ontario, L4W 4T9

4. Vanden Broek Holdings (2008) Inc.

Business and Operations	
Registered Office / Location of records	80 Kingsway Crescent, Toronto, Ontario, M8X 2R6
Locations of assets	80 Kingsway Crescent, Toronto, Ontario, M8X 2R6

SCHEDULE 13.1 (e)
APPROVALS

Nil

SCHEDULE 13.1 (j)
LITIGATION

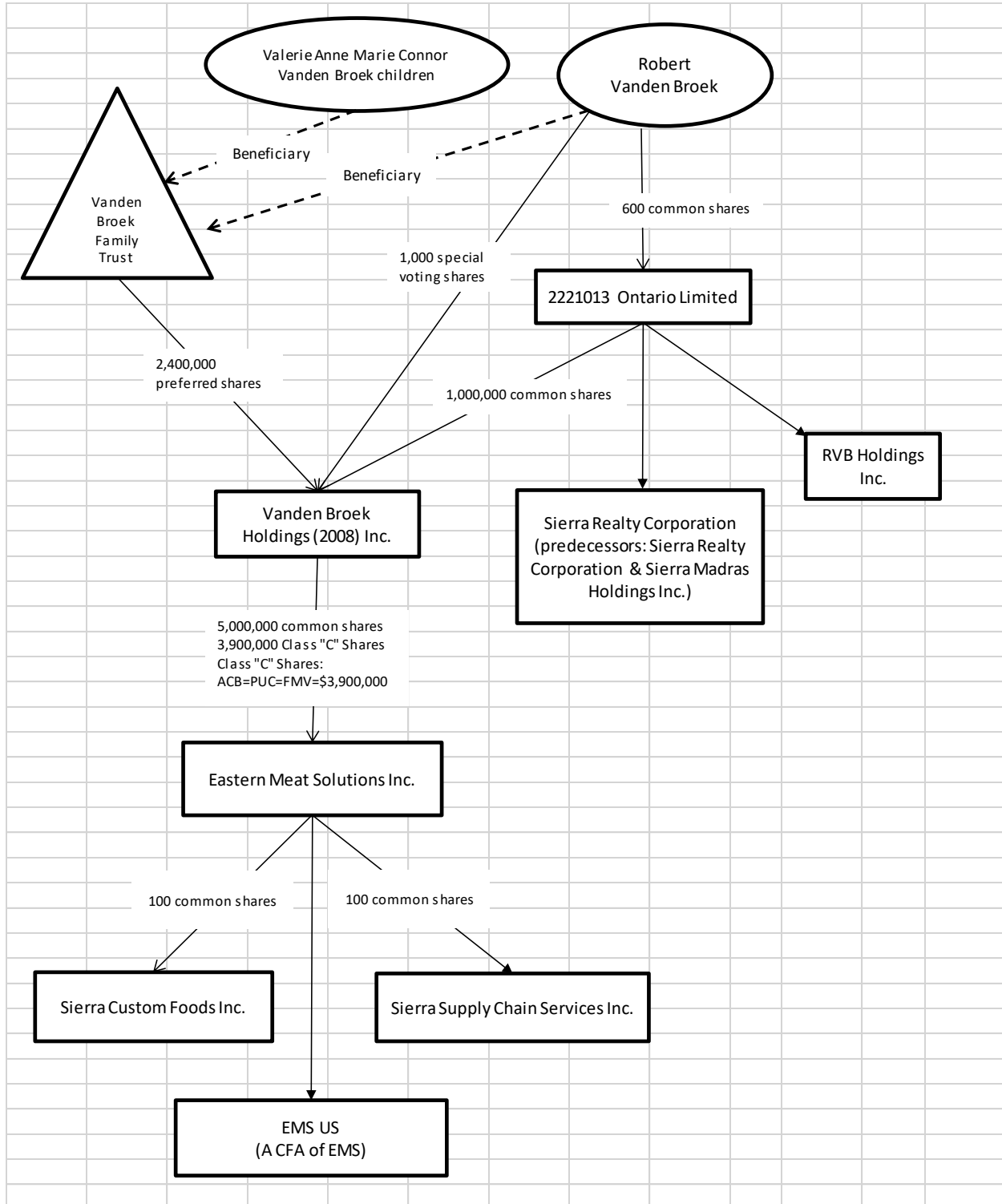
Nil

SCHEDULE 13.1 (I)
TAXES

1. All Tax returns and reports for each of the Credit Parties for five most recent taxation years or Fiscal Years have been filed.
2. All Taxes due and payable have been paid when due.
3. None of the Credit Parties has received notice of tax audits or tax assessments that have not been to the best of the Company's knowledge, contested or recorded.

SCHEDULE 13.1 (m) EQUITY INTERESTS AND CORPORATE CHART

Corporate Chart



List of Shareholders

Company	Investor	Share Class	# of Shares	ACB	PUC	FMV	
The Vanden Broek Family Trust	Robert Vanden Broek	Capital Income Beneficiary &	1				placeholder for beneficiaries
The Vanden Broek Family Trust	Valerie Anne Marie Connor	Capital Income Beneficiary &	1				placeholder for beneficiaries
The Vanden Broek Family Trust	Vanden Broek Children	Capital Income Beneficiary &	1				placeholder for beneficiaries
2221013 Ontario Limited	Robert Vanden Broek	Common Shares	600				
Vanden Broek Holdings (2008) Inc.	2221013 Ontario Limited	Common Shares	1,000,000				
Vanden Broek Holdings (2008) Inc.	The Vanden Broek Family Trust	Common Shares	2,400,000				
Vanden Broek Holdings (2008) Inc.	Robert Vanden Broek	Voting Special Shares	1,000				
Eastern Meat Solutions Inc.	Vanden Broek Holdings (2008) Inc.	Common Shares	5,000,000				
Eastern Meat Solutions Inc.	Vanden Broek Holdings (2008) Inc.	Class "C" Shares	3,900,000	\$3,900,000	\$3,900,000	\$3,900,000	
Sierra Custom Foods Inc.	Eastern Meat Solutions Inc.	Common Shares	100				
Sierra Supply Chain Services Inc.	Eastern Meat Solutions Inc.	Class A Shares	100				
Eastern Meat Solutions (USA) Corp.	Eastern Meat Solutions Inc.	Common Shares	10				

SCHEDULE 13.1 (r)
PERMITTED COLLATERAL LOCATIONS

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
A&E Cold Storage & Freight Ltd	2810 Argentia Rd		Mississauga	ON	L5N 8L2	CA
A.A.D.F. Warehouse Inc.	1230 Aspen N.W.		Albuquerque	NM		US
A.N. Derringer Inc. (Montana)	First & Griffith Ave		SweetGrass	MT	59484	US
A.N. Derringer Inc. (New York)	178 West Service Rd		Champlain	NY	12919	US
AE Cold Storage	6800 Rexwood Drive	Unit # 5	Mississauga	ON		CA
AF Cold Storage	131 East Drive		Brampton	ON	L6T 1B5	CA
Alaskan Cold Storage & Distribution Services	250 Summerlea Road	Brampton	ON	L6T 3V6	CA	
Allentown Refrigerated	125 Seneca Trail		Boyertown	PA		
Allied C.S.-West Seneca, NY	5000 North America Drive		West Seneca	NY	14334	US
Americold - Chillicothe	500 Corporate Drive		Chillicothe	MO	64601	US
Americold - Columbus	2350 New World Drive		Columbus	OH	43207	UK
Americold - Fairfield	3110 Homeward Way		Fairfield	OH	45014	UK
Americold - Fairmont - MN	1400 East 8th Street		Fairmont	MN	56031	US
Americold - Green Bay	1731 Morrow Street		Green Bay	WI	54302	US
Americold - Napoleon	1165 Independence Drive		Napoleon	OH	43545	US
Americold - Sanford	111 Imperial Dive		Sanford	NC	27330	UK
Americold - Sioux City	2900 Murray Street		Sioux City	IA	51111	US
Americold - Wisconsin	341 Henry St.		Green Bay	WI	54302	US
Americold Carson	1610 East Sepulveda Blvd		Carson	CA	90745	US
Americold Freezer-Fort SmithAR	1634 Midland Blvd.		Fort Smith	AR		US
Americold Logistics	2300 E. Rice Street		Sioux Falls	SD	57103	US
Americold Logistics - Fort Dod	3543 Maple Drive		Fort Dodge	IA	50501-6422	US
Americold Logistics - Iowa	6875 State Street		Bettendorf	IA		
Americold Logistics - Pasco WA	5805 Industrial Way		Pasco	WA	99301	US
Americold Logistics-AmarilloTX	10300 S.E. 3Rd St.		Amarillo	TX	79120-0220	US
Americold Logistics-CarthageMO	1331 Civil War Road		Carthage	MO	64836	US
Americold Logistics-Gadsden AL	215 E. Air Depot Road		Gadsden	AL	35905	US
Americold Logistics-Wallula-WA	13983 Dodd Road		Wallula	WA	99363	US
Americold San Antonio	11850 Center Road		San Antonio	TX		US

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
Americold Storage - Texarkana	3609 Genoa		Texarkana	AR		US
Americold Storage Portland	165 Read Street		Portland	ME	4103	US
Amir Quality Meats	128 Hedgedale Road		Brampton	ON	L6T 5L2	CA
Approved Cold Storage	5100 Harvester Road	Est #S516	Burlington	ON	L7L 4X4	CA
Arnolds Meat Packers	305 Arnold Street		Kitchener	ON	N2H 6G1	CA
Artesian Ice	2700 Stockyards Expressway		St. Joseph	MI		US
Atlantic Coast - Vineland-NJ	2192 North West Blvd.		Vineland	NJ	8362	US
Atlantic Coast Freezer 2	649 Gershall Avenue		Norma	NJ	8347	US
Atlas Cold Storage - Calgary	5555 78 Avenue S.E.		Calgary	AB	T2C 4M4	CA
Atlas Cold Storage - Hamilton	590 Nash Road		Hamilton	ON	L8E 3M5	CA
Atlas Cold Storage - London	1035 Wilton Grove Rd		London	ON	N6N 1C9	CA
Atlas Cold Storage - Moncton	123 Price Street		Moncton	NB	E1A 3R1	CA
Atlas Cold Storage - Queensway	1377 Queensway Ave		Etobicoke	ON	M8Z 1T1	CA
Atlas Cold Storage - Weston	3691 Weston Road South		Weston	ON	M9L 1W4	CA
Atlas Cold Storage-DenverCo	5120 Race Court		Denver	CO	80216-2135	US
Atlas Cold Storage-JeffersonWI	230 Collins Road		Jefferson	WI	53549	US
Atlas Cold Storage-St Laurent	5105 Rue Fisher		St Laurent	QC	H4T 1J8	CA
B.Barks & Sons-PhiladelphiaPA	2550 Rear Grant Avenue		Philadelphia	PA	19114	US
Berkshire Refrigerated	Warehousing, LLC	4550 S. Packers Ave	Chicago	IL	60609	CA
Berniker Enterprises Ltd.	6655 Goreway Drive		Brampton	ON	L4V 1V6	CA
Big Red	133 Front St. North Unit 1		Thorold	on	L2V 0A3	CA
Borden Cold Storage - Kitchener	150 Borden Avenue		Kitchener	ON	N2G 3R5	CA
Borden Cold Storge-352 Maple	352 Maple Avenue		Kitchener	ON	N2H 4X3	CA
Border City - Windsor	1019 Elliot West		Windsor	ON		CA
Border City USA Inc	8350 St. Aubin		Hamtramck	MI	48212	US
Bouvry Exports Calgary Ltd	Hwy 3 and Township Road 92	1.5kg East of	Fort MacLeod	AB	T0L 0Z0	CA
Canadian Blast Freezers	80 Carrying Place Road		Trenton	ON	K8V 3E6	CA

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
Canadian Select Meats	145A Bethridge Road		Etobicoke	ON	M9W 1N4	CA
Cardinal Meat Specialists	3160 Caravelle Drive		Mississauga	ON	L4V 1K9	CA
Cardinal Meat Specialists Ltd.	155 Hedgedale Road	Est #752	Brampton	ON	L6T 5P3	
CDS Cold Storage	18351 McCartney Way		Richmond	BC	V6W 0A1	CA
Cincinnati Freezer	2881 East Sharon Road		Cincinnati	OH		US
Clauson Cold Storage - Calgary	2423A-2Nd Avenue S.E.		Calgary	AB	T2E 6K1	CA
Cloverleaf C.S. -Sanford-NC	111 Imperial Drive		Sanford	NC	27330	US
Cloverleaf C.S.-Chillicothe-MO	500 Corporate Drive		Chillicothe	MO	64601	US
Cloverleaf C.S.-Columbus	2350 new World Drive		Columbus	OH	43207	US
Cloverleaf C.S.-Columbus-OH	2350 New World Drive		Columbus	OH	43207	US
Cloverleaf C.S.-Fairfield-OH	3110 Homeward Way		Fairfield	OH	45014	US
Cloverleaf C.S.-Fairmont-MN	1400 East 8th Street		Fairmont	MN	56031	US
Cloverleaf C.S.-Napoleon-OH	1165 Independence Dr.		Napoleon	OH	43545	US
Cloverleaf C.S.-Sioux City-IA	2800 Cloverleaf Ct.		Sioux City	IA	51111	US
Cloverleaf Storage - Cherokee	1530 South 2nd Street		Cherokee	IA	51012	US
CN Brampton - Brampton, ON			Brampton	ON		CA
CN MALPORT	7675 Torbram Rd		Brampton			
CN Taschereau - Montreal, QC			Montreal	QC		CA
Conestoga Cold - Mississauga	2660 Meadowpine Blvd.		Mississauga	ON	L4T 3L8	CA
Conestoga Cold Storage	299 Trillium Drive		Kitchener	ON	N2E 1W9	CA
Confederated Brant	21 York Road		Brantford	On	N3T 6H2	CA
Confederation Freezer-Brampton	250 Summerlea Road		Brampton	ON	L6T 3V6	CA
Confederation Freezers	240 Nugget Court		Brampton	ON	L6T 5H4	CA
CONFEDERATION FREEZERS	14 PRECIDIO COURT		BRAMPTON	ON	L6S 6E3	CA
Confederation Freezers - Nugget	240 Nugget Ave		Brampton			
Congebec - Boucherville	130 JA Bombardier		Boucherville	QC	J4B 8N4	CA

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
Congebec - Calgary	5500 72nd Ave, SE		Calgary	AB	T2C 4X5	CA
Congebec - Calgary Second	7576 51st Street, SE		Calgary	AB	T2C 4B4	CA
Congebec - Montreal	7801 Henri Bourassa Est		Montreal	QC	H1E 1N9	CA
Congebec - Ste-Julie	2050 Bombardier		Ste-Julie	QC	J3E 2J9	CA
Congebec - Ville Vanier	810 Godin		Quebec	QC	G1M 2X9	CA
Congebec - Winnipeg	1555 Chevrier Blvd.		Winnipeg	MB	R3T 1Y7	CA
Congebec Mississauga	2095 Logistics Drive		Mississauga	ON		CA
CONGEBEC-REXDALE	225 REXDALE BLVD.		TORONTO	ON	M9W 1R 2	CA
Containers on the ocean						
Containers on the ocean for US						
Courtages Annecy Inc.	115 Des Grands Lacs		Saint-Augustin-DeDesmaures	QC	G3A 2T9	CA
CP Vaughan - Vaughan, ON			Vaughan	ON		CA
CPS Distribution Services	430 N Main Street		Woodstown	NJ	8098	US
Crystal Distribution Services	816 Union Street		Marshalltown	IA	50158	
Crystal Ice Distribution	1656 Sycamore Street		Waterloo	IA	50704-1744	US
D.A.F.C Inc	3280 Marconi		Mascouche	QC	J7K 3N6	CA
Davy Cold Storage	2055 DeMarco Drive		Vineland	NJ	8360	US
Dean's Refrigerated Inc.	1600 Donner Ave.		San Francisco	CA	94124	US
Dean's Services	860 81st Avenue		Oakland	CA	94621	US
Delaware Avenue Enterprises	Columbus Blvd at Parker Ave.		Philadelphia	PA		US
Delta Port Terminal-Delta, BC			Delta	BC		CA
Demkota Ranch	13 135th St W		Aberdeen	SD	57401	US
Des Moines Cold Storage	800 New York Avenue		Des Moines	IA	50303	US
Dicks Cold Storage	3080 Valley Drive		Columbus	OH	43204	US
Direct Poultry	42 Taber Rd		Etobicoke	ON	M9W 3A8	CA
Do not use	(formerly Inbond)					
Dumoulin Transport	4935, Rue Bourg		Saint-Laurent	QC	H4T 1H9	CA
Eastern - Rangemore	5090 Explorer Drive, Suite 203		Mississauga	ON	L4W 4T9	CA

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
Entrepot du Nord - St Francois	1000 Boul Ste. Marie		St Francois De Sales (Laval)	QC	H7J 3N3	CA
Erie Meat Products	3180 Wharton Way		Mississauga	ON	L4X 2C1	CA
Erie Meats Public Storage	250 Summerlea Road		Brampton	ON	L6T 3V6	CA
Etobicoold Storage Limited	10 Shorncliffe Road		Toronto	ON	M9B 3S3	CA
Evercold Storage - Burnaby	8368 Riverbend Court		Burnaby	BC	V3N 5C9	CA
Everest Freezers	6800 Rexwood RD		Mississauga	ON	L4V 1L8	CA
First Choice Freezer	396 N. Mill Road		Vineland	NJ	8360	US
Fraser Surrey Terminal-BC			Surrey	BC		CA
Frigo Liberte	120 Aime-Vincent		Vaudreuil-Dorion	QC	J7V 5V5	CA
Frigo Mascouche	3280 Rue Marconi		Mascouche	QC	J7K 3N6	CA
Frigora Storage Solutions	5250 J. Armand Bombardier		St-Hubert	QC	J3Z 1H1	CA
Frontier Trading Corp.	P.O. Box 217		Eastport	ID	83826	US
Garden State Freezer	540 Franklinville Road		Mullica Hill	NJ	8062	US
Ginger Beef Choice Ltd	5521 3rd street SE		Calgary	AB	T2H 1K1	CA
Glacier Cold Storage	6820 Wilson Ave.		Los Angeles	CA	90001	US
Global Cold Storage	545 Philippi Rd		Columbus	OH	43228	US
Gress Cold Storage-N. South	992 N. South Rd.		Scranton	PA		US
Gress Cold Storage-ScrantonPA	102 Hudson Ave.		Scranton	PA	18504	US
GT Group - Toronto, ON			Toronto	ON		CA
Hanson Logistics - Hartford	61834 Red Arrow Highway East	P.O. Box 98	Hartford	MI	49057	US
Harlyn Transport-Montreal, QC			Montreal	QC		CA
Hartford Freezers	241 Park Ave.		East Hartford	CT		US
Hazle Park Storage-HazletonPA	260 Washington Ave.		West Hazelton	PA	18201	US
Hidalgo Cold Storage	1100 E. Produce Rd		Hidalgo	TX	78557	
Highland Transport-Markham, ON			Markham	ON		CA
Highwood Cold Storage	6 Rockingham Rd.		Londonderry	NH		US
Hunt Refrigeration						
I- V3462A Denver Cold Storage	300 Washington Street		Denver	PA	17517	US
I-049 Premium Brands Operating	also known as Harvest Meats	501 York Road West	Yorkton	SK	S3N 2V6	CA

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
I-067 Alimentaires Viau Inc.	6625, RUE ERNEST-CORMIER		LAVAL	QC	H7C 2V2	CA
I-068 Les EntreportsS.A.C.	(Deli-Porc Inc.)	1805 BOUL. INDUSTRIEL	Laval	QC	H7S 1P5	CA
I-094 Frigo Royal (1998) Inc.	3100 Rue Bouthillier		St-Hyacinthe	QC	J2X 2A3	CA
I-154 Norman Jensen	472 South 5th Street		Pembina	ND		US
I-184 Montenac Cold Storage	2316 32nd Avenue		Lachine	QC	H8T 3H4	CA
I-207 TC Trading Company	1750 Grant Avenue		Blaine	WA	98230	US
I-208A Erie Meats	3180 Wharton Way		Mississauga	ON	L4X 2C1	CA
I-225 Multiportions	505 Boul Industriel		St. Jean Sur Richeleiu	QC	J3B 7Z3	CA
I-253 Frontier Trading Corp.	P.O. Box 217		Eastport	ID	83826	US
I-264 U.S. Import Meat Insp.	1st and Loop Road		Sweetgrass	MT	59484	US
I-265 Border City USA Inc	8350 St. Aubin		Hamtramck	MI	48212	US
I-271 A.N. Derringer Inc.	178 West Service Road		Champlain	NY	12919	US
I-422 Piatkowski Meats(United)	3555 Witmer Road		Niagara Falls	NY	14305	US
I-425 Santemp (formerly Metro)	1532 Adelaide		Detroit	MI	48207	US
I-47 A.N. Derringer inc.	First & Griffiffith Avenue		SweetGrass	MT	59484	US
I-627 Norman Jensen	201 3rd Avenue West	P.P Box 10	Portal ND	SK		CA
I-678 Sierra Custom Food	275 Walker Drive		Brampton	ON	L6T 3W5	CA
I-713 Erie Listowel	1400 Mitchell Road South		Listowel	ON	N4W 3H6	CA
I-732 Erie Meat Products Inc.	3115 Lenworth Drive		Mississauga	ON	L4X 2G5	CA
I-761 New Food Classics	820-60th Street East		Saskatoon	SK	S7K 8G8	CA
I-777 Global Freezer Services	4960 Walker Road		Tecumseh	ON	N9A 6J3	CA
I-784 Center Port Cold Storage	86 Bergan Cutoff Rd		Rosser	MB	R0H 1E0	CA
Idacold LLC	6198 Treasure Valley Way		Nampa	ID	83687	US
Imperial Freezer-Courtneypark	299 Courtneypark Drive		Mississauga	ON	L5T 2T6	CA
Imperial Freezers - Torbram	7570 Torbram Road		Mississauga	ON	L4T 3L8	CA
In transit - On a truck						

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
International Cold-BRAMPTON	250 Summerlea Road	unit 12	Brampton	ON	L6T 3V6	CA
International Cold-St Laurent	8155 Trans Canada		St. Laurent	QC	H4S 1S4	CA
Interstate Cold-Napolean-OH	1 Interstate Drive		Napolean	OH	43545	US
Iowa Cold Storage	612 Adventureland Drive NE.		Altoona	IA	50009	US
I-S101 Versa Cold Storage	2115 Commissioner Street		Vancouver	BC	V5L 1A6	CA
I-S108 Klondike	5775 272nd St		Langley	BC	V4W 1P6	CA
I-S110 Versa Cold Storage	31785 Marshall Road		Abbotsford	BC	V2T 5Z8	CA
I-S116 Evercold Storage	8368 Riverbend Court		Burnaby	BC	V3N 5C9	CA
I-S150 Versacold Logistics Can	19572-94th Avenue		Surrey	BC	V4N 4W5	CA
I-S201 TCS Alberta Inc.	Also doing business as Trenton Cold	12425 - 66 Street NW	Edmonton	AB	T5B 1K5	CA
I-S205 Versa Cold Storage	3839 Ogden Road S.E.		Calgary	AB	T2G 4N7	CA
I-S206 Versa Cold Storage	5555 78 Avenue S.E.		Calgary	AB	T2C 4M4	CA
I-S217 Versacold Logistics	5600 - 76 AVENUE S.E.		Calgary	AB	T2C 4N4	CA
I-S233 Versa Cold Storage	7405 - 127th Avenue		Edmonton	AB	T5C 1R9	CA
I-S234 Clauson Cold Storage	2423A - 2nd Avenue S.E.		Calgary	AB	T2E 6K1	CA
I-S239 Congebec Calgary	5500 72 Ave SE		Calgary	AB	T2C 4X5	CA
I-S305 Fresh Pack Freezer 2010	1701 - 16th Street West		Saskatoon	SK	S7M 5J5	CA
I-S360 Congebec - Saskatoon	810-60th Street E.		Saskatoon	SK	S7K 8G8	CA
I-S413 Congebec	1555 Chevrier Blvd.		Winnipeg	MB	R3T 1Y7	CA
I-S420 Versacold Group Service	422 Jarvis Avenue		Winnipeg	MB	R2W 3A6	CA
I-S502 Versa Cold Storage	1377 Queensway Avenue		Etobicoke	ON	M8Z 1T1	CA
I-S505 J&L Cold Storage Ltd	Lot 2, Concession 5		Greenock Township	ON	N0G 1K0	CA
I-S515 Berniker Enterprises	6655 Goreway Drive		Brampton	ON	L4V 1V6	CA
I-S517 SSCS	90 Glover Road		Hamilton	On	L8W 3T7	CA
I-S524 Etobicold	10 Shorncliffe Road		Toronto	ON	M9B 3S3	CA

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
I-S525 Border City - Windsor	1019 Elliot West		Windsor	ON		CA
I-S528 Versa Cold Storage	590 Nash Road		Hamilton	ON	L8E 3M5	CA
I-S529 Conestoga Cold	2660 Meadowpine Blvd		Mississauga	ON	L4T 3L8	CA
I-S535 Confederation Freezers	240 Nugget Court		Brampton	ON	L6T 5H4	CA
I-S536 Millard Refrigerated	745 Intermodal Drive		Brampton	ON	L6T 5G4	CA
I-S538 MD Food Transporting	19 Automatic Road		Brampton	ON	L6S 4K6	CA
I-S540A Imperial Freezers	299 Courtney Park Drive		Mississauga	ON	L5T 2T6	CA
I-S550 Mcrae Cold Storage	7420 Bren Road		Mississauga	ON	L4T 1H4	CA
I-S552 International Cold	250 Sumerlea Road		Brampton	ON		CA
I-S554 Borden Cold Storage	150 Borden Avenue		Kitchener	ON	N2G 3R5	CA
I-S574 Confederation Freezers	250 Summerlea Blvd		Brampton	ON	L6T 3V6	CA
I-S702 Entrepot Du Nord	1000 Boul Ste. Marie		St. Francois De Sales	PQ	H0A 1E0	CA
I-S748 Congebec	130, rue J.A. Bombardier		Boucherville	QC	J4B 8N4	CA
I-S757 International Cold	8155 Trans Canada		St. Laurent	QC	H4S 1S4	CA
I-S763 Congebec	800 Rue Fernarnd - Du Four		Vanier	QC	G1M 3B1	CA
I-S772 Total Cold Storage	10501 Rue Renaude Lapointe		Anjou	QC	H1J 2T4	CA
I-S788 Congebec	7801 Henri Bourassa Est		Montreal	QC	H1E 1N9	CA
I-S803 Woodstock Cold Storage	136 Champlain Drive		Bayside	NB	E5B 2Y2	CA
I-S812 Versa Cold Storage	123 Price Street		Moncton	NB	E1A 3R1	CA
J&L Cold Storage Ltd-Greenock	Lot 2, Concession 5		Greenock Township	ON	N0G 1K0	CA
JD Sweid	605 Kumpf Drive		WATERLOO	ON	N2V 1K8	CA
Klondike CS-LangleyBC	5775 272nd St		Langley	BC	V4W 1P6	CA
Kool-Lines	4505 Boul Des Grandes Prairies		St Leonard	QC	H2R 1A5	CA
Laval Cold Storage	110, Montée du Moulin		Laval des Rapides	QC	H7N 3Y6	CA
Liberty Freezers	535 Sovereign Road		London	ON	N5V 5H4	CA
Lineage Cold	2825, 44th St.		Vernon	CA	90058	US

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
Lineage Logistics (Colorado)	2901 1st Ave.		Greeley	CO	80631	US
Lineage Logistics (Des Moines)	1650 East Madison		Des Moines	IA	50313	US
Lineage Logistics (Friona TX)	900 Millard Ave		Friona	TX	79035	US
Lineage Logistics (Grand Isla)	205 East Roberts Dr.		Grand Island	NE	68803	US
Lineage Logistics (Iowa City)	2710 Hwy #6 East		Iowa City	IA		US
Lineage Logistics (Omaha NE)	2523 Gomez Ave.		Omaha	NE	68107	US
Lineage Logistics (Ottumwa)	8 K. Avenue		Ottamwa	IA		US
Logipro	9001 Rue de Parours		Anjou	QC		CA
M2154 6 Americold Cold Storage	165 Read Street		Portland	ME	4103	US
Magellan	6211 E 42nd Avenue		Denver	CO	80216	US
Manfredi Cold Storage	Chambers Road		Kenneth Square	PA	19348	US
Maple Leaf	315 Madill blvd		Mississauga	ON	L5W0 H1	CA
Maple Leaf Return	10 Canning Street		Brantford	ON	N3T 1P1	CA
McCook Cold Storage	8801 W 50th Street		McCook	IL	60525	US
Mcrae Cold Storage-Brampton	225 Orenda Road		Brampton	ON	L6T 1E6	CA
MD Food Transporting Limited	19 Automatic Road		Brampton	ON	L6S 4K6	CA
Medina Cold Storage-Buffalo-NY	106 North Avenue		Buffalo	NY	14103	US
Meg LLC	P.O. Box 583		Pacific Palisades	CA	90272	US
Merchandise Warehouse	1414 South West St.		Indianapolis	IN	46225	US
Midwest Ref. - Milwaukee	11225 West County Line Road		Milwaukee	WI	53224	US
Millard Refrig.-Des Moines-IA	1650 East Madison		Des Moines	IA	50313	US
Millard Refrig.-Friona-TX	900 Millard Ave		Friona	TX	79035	US
Millard Refrigerated - Ottamwa	8 K. Avenue		Ottamwa	IA	US	
Millard Refrigerated Services	2901 1st Ave.		Greeley	CO	80631	US
Millard Refrigerated-Brampton	745 Intermodal Drive		Brampton	ON	L6T 5G4	CA
Millard Refrig-Grand Island-NE	205 East Roberts Dr.		Grand Island	NE	68803	US
Milliard Refrig. - Iowa City	2710 Hwy #6 East		Iowa City	IA	US	

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
Milliard Refrigerated Services	2523 Edward Babe Gomez Ave.		Omaha	NB	US	
Milwaukee Logistic Center	11400 West Burleigh Street		Milwaukee	WI	53222	US
Montenac International	2316 32nd Avenue		Lachine	QC	H8T 3H4	CA
Montreal Cast Terminal						
Mullica Hill Cold Storage	540 Franklinville Road		Mullica Hill	NJ	8062	US
Mullica Hill CS	3 Gateway Blvd		Pedricktown	NJ	8067	US
Multi Task Cold Storage	C/O TNT Foods International	218 Wilkinson Road, Unit 2	Brampton	ON	L6T 4M4	CA
Multi-Portions Inc	505 Boul Industriel		St-Jean-Sur-Richelieu	QC	J3B 7Z3	CA
Musket Transport - Brampton, ON			Brampton	ON		CA
Napolean, OH				OH		US
Neptune Cold Storage - MiamiFL	7337 N.W. 37 Ave.	Unit #8	Miami	FL	33147-5813	US
New Orleans Cold Storage	9223 Texas 225		La Porte	TX	77571	US
Newport Cold Storage	2233 Maxwell Ave.		Newport	MN	55055	US
Noram Cold Storage (boxing)	801 6th Street SW		Le Mars	IA	51031	US
Noram Cold Storage (storage)	1555 21st St. SW		Le Mars	IA	51031	US
Noram Cold Storage-LeMars-21st	1555 21st Street S.W.		Le Mars	IA	51031	US
Noram Cold Storage-Schyuler-NE	481 Country Road #9		Schyuler	NE	68661	US
Norman Jensen	427 South 5th Street		Pembina	ND		US
North Kee	135 Select Avenue		Scarborough	ON		CA
Nova Cold Logistics	745 Intermodal Drive		Brampton	ON		CA
Nova Cold Storage-Dartmouth	65 Thornhill Drive		Dartmouth	NS	B3B 1R9	CA
Ontario Refrigerated Services	450 Thomas Street	R.R. #4	Ingersoll	ON	N5C 3J7	CA
Orion Cold Storage-DartmouthNS	43 Orion Court	Woodside Industial Park	Dartmouth	NS	B2Y 4W6	CA
Orviande Inc.	11151 Mirabeau		Anjou	QC	H1J 2S2	CA
P&W Intermodal - Oakville, ON			Oakville	ON		CA
Packer Avenue Terminal-PhiliPA			Philadephia	PA		US
PE Delivery, LLC	1098 Avenida Seville		Rio Rico	AZ	85648	US
PFS - Houston Express	7080 Express Lane		Houston	TX	77078	US
Piatkowski Meats (United)	3555 Witmer Road		Niagara Falls	NY	14305	US
Pioneer Cold Storage	149 Plainfield Street		Chicopee	MA		US

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
Port of Houston - Houston, TX			Houston	TX		US
Port of Long Beach, CA			Long Beach	CA		US
Port of Seattle, WA			Seattle	WA		US
Preferred Freezer - PasadenaTX	Houston Gulf Coast	10585 Red Bluff Road	Pasadena	TX	77507	US
Preferred Freezer Boston	1 Commercial Street	Sharon Commerce, Rt. 1 North	Sharon	MA	2067	US
Preferred Freezer Chicago	4500 West Ann Lurie Place		Chicago	IL	60632	US
Preferred Freezer Houston	10060 Porter Rd		Laporte	TX	77571	US
Preferred Freezer Lindon	2710 Allen Street		Lindon	NJ	7036	US
Preferred Freezer Philadelphia	3101 S 3rd St		Philadelphia	PA	19148	US
Preferred Freezer Services	2700 Trade Street		Chesapeake	VA	23323	US
Preferred Freezer Services	900 East M Street		Wilmington	CA	90744	US
Preferred Freezer Services	1780 West Beaver Street		Jacksonville	FL	32209	US
Professional Freezing	4330 W. 44th Street		Chicago	IL	60632	US
Quality Pork International	10404 F PLAZA		OMAHA	NE	68127	US
Quality Refrigerated-Omaha-NE	3301 G Street		Omaha	NE	68107	US
Quality Refrigerated	225 W 21st Street		Spencer	IA		US
Quality Refrigerated Services	225 West 21st St.		Spencer	IA	51301	US
Racine Terminal - Montreal QC			Montreal	QC		CA
Right Service Right Choice	2570 Drew Rd		Mississauga	ON	L4T 3M5	CA
RLS Cold - Pittston PA	1075 Oak Street		Pittston	PA	18640	US
RLS Logistic - Newfield, NJ	2179 Main Road		Newfield	NJ	8344	US
RLS Logistics - Vineland NJ	2260 Industrial Way		Vineland	NJ	8360	US
S231 - Brookfield C.S. ULC	10401 46th Street S.E.		Calgary	AB	T2C 2X9	CA
Santemp (Formerly Metro)	1532 Adelaide		Detroit	MI	48207	US
Saskatoon Fresh Pack	1701 - 16th Street West		Saskatoon	SK	S7M 5J5	CA
Seafreeze Cold Storage	206 S.W. Michigan Street	PO Box 24978	Seattle	WA	98124	US
Seaport Intermodal-BramptonON			Brampton	ON		CA
Service Alimentaire Desco Inc	97 Boul, Prévost	(Volpak St Sophie)	Boisbriand	QC	J7G 3A1	CA
Shamrock Cold Storage	745 Intermodal Drive		Brampton	ON	L6T 5W2	CA
Sierra Custom Foods	275 Walker Drive		Brampton	ON	L6T 3W5	CA

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
Sierra Supply Chain Services	90 Glover Road		Hamilton	ON	L0R 1P0	CA
Sno Temp Cold-Albany-OR	3815 Marion Street		Albany	OR	97321	US
South West Refrigerated	12190 Rojas Dr.		El Pasco	TX	79936	US
Summit Cold Storage Inc.	5450 South Center Avenue		Summit	IL	60501	US
Sunterra Meats	4312-51 Street		Innisfail	AB	T4G 1A3	CA
TAS	18 Abacus Road		Brampton	ON	L6T 5B7	CA
Tas Refrigerated	18 Abacus Road		Brampton	ON	L6T 5B7	CA
TAS Refrigerated Distribution	4060 78 Ave SE		Calgary	AB	T2C 2L8	CA
TAS Refrigeration	4060 78th Avenue S.E.		Calgary	AB	T2C 2L8	CA
TC Trading Company	1750 Grant Ave		Blaine	WA	98230	US
Tender Choice Foods Inc	4480 Paletta Court		Burlington	ON	L7L 5R2	CA
Termont Terminal - Montreal QC			Montreal	QC		CA
TGV Distribution	565, rue Fernand-Postras		Terrebonne	QC	J6Y1Y 5	CA
Timberline	108 Densten Road		Sewel	NJ		US
Timberline Cold Storage, Inc.	55 Commerce Avenue		Pitman	NJ	8071	US
TLC Cold Storage - MilwaukeeWI	11400 Burleigh Street		Milwaukee	WI		US
Top Quality Food Services	236, 39th Avenue NE		Calgary	AB	T2E 2M5	CA
Total Cold Storage-Anjou	10501 Renaude Lapointe		Anjou	QC	H1J 2T4	CA
Transcontinental-Amarillo-TX	Fm 1912 @ Hwy 60 E		Amarillo	TX	79187	US
Transcontinental-Emporia-KS	2601 West 6th Avenue		Emporia	KS	66801	US
Transcontinental-Holcomb-KS	West Hwy 50		Holcomb	KS	67851	US
Transcontinental-Joslin-IL	Hwy #92		Joslin	IL	61257	US
Transcontinental-Lexington-KY	1500 Plum Creek Parkway		Lexington	KY		US
Transcontinental-Omaha-NE	13030 Renfro Circle		Omaha	NE	68137	US
Transcontinental-Sioux City-IA	3939 South Lewis		Sioux City	IA	51106	US
Transport Guy Hurtubise Inc	19A John-F Kennedy		St. Jerome	QC	J7Y 4B4	CA
Transx	19121 118A ave		Edmonton	AB		

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
Trenton Cold Storage	12425 - 66 Street NW		Edmonton	AB	T5B 1K5	CA
Uni Viandes Storage-St Jean	505 Boul Industriel		St. Jean Sur Richelieu	QC		CA
United States Cold Storage	2525 E. North Ave		Fresno	CA	93725	US
United States Cold Storage	4302 South 30th Street		Omaha	NB		US
United States Cold Storage	5150 Pulaski Street		Dallas	TX		US
United States Cold Storage	780 Pleasant Valley Road		Harrisonburg	VA	22801	US
United States Cold Storage	1600 W Calton Road		Laredo	TX	78041	US
United States Cold Storage	1102 North Park Drive		Hazleton	PA	18202	US
Universal Cold Storage	1601 Pioneers Blvd.		Lincoln	NB		US
Versa Cold - Winnipeg	200 Dawson Rd.		Winnipeg	MB	R2J 037	CA
Versa Cold Edmonton - 20th St	9002 20th Street		Edmonton	AB	T6P 1K8	CA
Versa Cold Logistics	107 Walker Drive		Brampton	ON	L6T 5K5	CA
Versa Cold Storage	7405-127th Avenue		Edmonton	AB	T5C 1R9	CA
Versa Cold Storage	422 Jarvis Avenue		Winnipeg	MB	R2W 3A6	CA
Versa Cold Storage - Houston	16110 E. Hardy Rd		Houston	TX	US	US
Versa Cold Storage - Laporte	502 North Broadway		Laporte	TX	US	US
Versa Cold Storage - Vernon	3420 E. Vernon		Vernon	ON		CA
Versa Cold Storage Steeles	4545 Steeles Ave. W		North York	ON	M9L 1X2	CA
Versa Cold-Brandon-Calgary	3925 Brandon St. S.E.		Calgary	AB	T2G 4A7	CA
Versa Cold-Great Plain-Calgary	5600-76TH Avenue S.E.		Calgary	AB	T2C 4N4	CA
Versa Cold-Harbour-Vancouver	2115 Commissioner St.		Vancouver	BC	V5L 1A6	CA
Versa Cold-La Porte-TX	502 N. Broadway		La Porte	TX	77571	US
Versa Cold-Lethbridge	585 41st Street North		Lethbridge	AB	T1H 6X9	CA
Versa Cold-Ogden-Calgary	3839 Ogden Road S.E.		Calgary	AB	T2G 4N7	CA
Versa Cold-Valley-Abbotsford	31785 Marshall Road		Abbotsford	BC	V2T 5Z8	CA
Versacold Northlands	12536 - 62 Street		Edmonton	AB	T5C 1R9	CA

Name	Address	Address 2	City	State	ZIP Code	Country/ Region Code
WASHINGTON COLD STORAGE INC	621 RAILROAD AVENUE		NORTH KENT	WA	98032	US
Weigh Masters Murphy	1601 W 12TH Street	PO Box 20208	Long Beach	CA	90801	US
Westco MultiTemp Distribution	1555 Chevrier Blvd		Winnipeg	MB	R3T 1Y7	CA
Westco Multi-Temp Distribution	5500 - 72nd Avenue S.E.		Calgary	AB	T2C 4X5	CA
Westco Multi-Temp Distribution	810 60th Street East		Saskatoon	SK	S7K 8G8	CA
York Cold Storage	12th Commerce & Division		York	NB		US
Zero Mountain Incorporated	6403 South Ball Street		Johnson	AR	72741	US
Zollinger Cold Storage	699 W. 1700 S		Logan	UT	84321-6219	US

SCHEDULE 13.1 (s)
INTELLECTUAL PROPERTY

Patents, trade mark

Nil.

Licenses

Nil

SCHEDULE 13.1 (t)
REAL PROPERTY INTERESTS

1. Lease agreement dated September 8, 2011 made between 275 Walker Drive Holdings Limited, as landlord, and Sierra Madras Holdings Inc., as tenant, with respect to the real property municipally known as 275 Walker Drive, Brampton, Ontario.
2. Lease agreement dated June 14, 2013 made between 2362302 Ontario Inc., as landlord, and Eastern Meat Solutions Inc., as tenant, with respect to the real property municipally known as 90 Glover Road, Hamilton, Ontario.
3. Sublease agreement dated April 23, 2018 made between Food Banks Canada, as sublessor, and Eastern Meat Solutions Inc., as sublessee, with respect to the Six Thousand Six Hundred Fifty (6,650) rentable square feet of space on the 2nd floor of the building located at 5090 Explorer Drive, Mississauga, Ontario

SCHEDULE 13.1 (u) (i)
ENVIRONMENTAL MATTERS

Nil.

SCHEDULE 13.1 (w)
MATERIAL CONTRACTS

Nil, all business currently conducted order by order.

SCHEDULE 13.1 (x)
EXISTING DEBT

1. Capital leases as indicated on financial statements dated September 30, 2021 in respect of Eastern Meat Solutions Inc.
2. Loans extended by Vanden Broek Holdings (2008) Inc. in favour of Eastern Meat Solutions Inc.

SCHEDULE 13.1 (dd)
DEPOSIT ACCOUNTS

Eastern Meat Solutions Inc.

Institution	Type	Account number	Currency
Bank of Montreal	Current Account (Blocked)	0002 1956-706	CAD
Bank of Montreal	Current Account (Disbursement)	0002 1956-714	CAD
Bank of Montreal	Current Account (Blocked)	0002 4718-083	USD
Bank of Montreal	Current Account (Disbursement)	0002-4727-238	USD
Bank of Montreal	Loan Account	0002 4995 558	USD
Bank of Montreal	Loan Account	0002 6973-177	CAD
BMO Harris Bank	Current Account (Blocked)	245-578-0	USD
BMO Harris Bank	Current Account (Disbursement)	245-565-0	USD

Sierra Custom Foods Inc.

Institution	Type	Account number	Currency
Bank of Montreal	Current account (Blocked)	0002-1946-057	CAD
Bank of Montreal	Current account (Disbursement)	0002-1949-039	CAD

Sierra Realty Corporation

Institution	Type	Account number	Currency
Bank of Montreal	Disbursement	0002-1949-039	CAD
Bank of Montreal	Blocked	0002-1946-057	CAD

Sierra Supply Chain Services Inc.

Institution	Type	Account number	Currency
Bank of Montreal	Disbursement	0002-1949-047	CAD
Bank of Montreal	Blocked	0002-1946-065	CAD
Bank of Montreal	Operating	0002-1647-110	CAD

SCHEDULE 14.1 (4)
INSURANCE

Please refer to the following policies (provided to the Bank).

1. Zurich Insurance Company policy no. 8846432 (commercial general liability) and 8850748 (commercial property “all risk”)
2. Zurich Insurance Company policy no. 8845725 (excess liability).
3. CNA marine cargo insurance policy no. 2855345.
4. Euler Hermes Canada policy no. 5123324 (accounts receivable).

SCHEDULE 14.2.8
TRANSACTIONS WITH AFFILIATES

Transactions and arrangement with affiliates:

1. Eastern Meat Solutions Inc.
 - (i) Any transactions in connection with the loans extended by Vanden Broek Holdings (2008) Inc.
 - (ii) Any transaction covered by a transfer pricing agreement, as permitted by CRA.
 - (ii) Any transaction related to the provision of goods or services by or to any Affiliate.
2. Sierra Realty Corporation
 - (i) Purchase and sale of tangible and real property assets and services.
 - (ii) Rental of a current or future site.
 - (iii) Any transaction covered by a transfer pricing agreement, as permitted by CRA.
 - (iv) Any transaction related to the provision of goods or services by or to any Affiliate.
3. Sierra Custom Foods Inc.
 - (i) Purchase and sale of tangible assets and services.
 - (ii) Rental of a current or future site.
 - (iii) Any transaction covered by a transfer pricing agreement, as permitted by CRA.
 - (iv) Any transaction related to the provision of goods or services by or to any Affiliate.
4. Sierra Supply Chain Services Inc.
 - (i) Any transaction covered by a transfer pricing agreement, as permitted by CRA.
 - (ii) Purchase and sale of tangible assets and services.
 - (iii) Any transaction related to the provision of goods or services by or to any Affiliate.
5. Vanden Broek Holdings (2008) Inc.
 - (i) Any transaction covered by a transfer pricing agreement, as permitted by CRA.
 - (ii) Any transaction related to the provision of goods or services by or to any Affiliate.
6. Eastern Meats Solutions (USA) Inc.
 - (i) Any transaction covered by a transfer pricing agreement, as permitted by CRA.
 - (ii) Purchase and sale of tangible assets and services.
 - (iii) Any transaction related to the provision of goods or services by or to any Affiliate.
7. Any other or future affiliate.
 - (i) Any transaction covered by a transfer pricing agreement, as permitted by CRA.
 - (ii) Purchase and sale of tangible assets and services.
 - (iii) Any transaction related to the provision of goods or services by or to any Affiliate.

EXHIBIT "A"
FORM OF BORROWING BASE CERTIFICATE

See Attached

BORROWING BASE CERTIFICATE

Eastern Meat Solutions Inc.

Report Number:	Total Authorization: \$20,000,000	
Date Submitted:	Period Covered:	
2022/08/02	2022/06/01	
	To	2022/06/30

Collateral Status	AR Uninsured	AR Insured	Total AR Cdn	Inventory Cdn	In Transit		Total Inventory Cdn	Total AR/Inv. Cdn
					Overseas Cdn	N. America Cdn		
Opening Collateral Balance as of: 06/01/22								
Additions:								
New Sales/Inventory Increase								
Miscellaneous-Debit in Cash Receipts								
Total Gross Additions								
Deductions:								
Cash Receipts Posted/Inventory Decrease								
Miscellaneous (+)								
Other Dilutions:								
Credit Memos/Discounts Allowed								
Non dilutive credits								
Miscellaneous (unreconciled difference): FX								
Total Gross Deductions								
Non A/R Cash (minus)								
Change								
Closing Collateral Balance as of: 06/30/22								
Less Ineligibles:								
Eligible Collateral (A)								
Advance Rate								
AR/Inventory Availability								
MINUS:								
Priority Payables Reserve as of 06/30/22								
MasterCard (now in Total Loans & Advances)								
Amounts outstanding to 3rd party warehouses								
Rent Reserve								
Gross Availability								
Loan Limit (\$20MM):								
Net Availability								20,000,000

Loans and Advances Status	Loan Opening 6/1/2022	Less: Collections	Less: Non AR Cash Receipts	Draw Downs	Change in Balance	Advances		Total Loans & Advances	New Availability
						FX	sweep		
BMO - Loan									

Pursuant to the Terms of the Credit Agreement dated as of September 30, 2013 between Eastern Meat Solutions Inc. and BMO (the Credit Agreement), we submit this Borrowing Base to you and certify, without personal liability, that the information set forth above and on any attachments to this certificate is true and correct.

Borrower: _____ **Date Submitted:** Aug. 2, 2022

EXHIBIT "B"
COMPLIANCE CERTIFICATE

This Compliance Certificate is furnished to Bank of Montreal, as Lender, pursuant to Section 14.1(5) of the second amended and restated credit agreement dated as of September 14, 2022, entered into among, *inter alia*, Eastern Meat Solutions Inc., as a Borrower, and Bank of Montreal, as Lender, (as such agreement may be amended, restated, amended and restated, renewed or replaced at any time and from time to time, the "**Credit Agreement**"). Unless otherwise defined herein, the terms used in this Compliance Certificate have the meanings ascribed thereto in the Credit Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected _____ of Eastern Meat Solutions Inc.
2. I have reviewed the terms of the Credit Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower during the accounting period covered by the attached financial statements.
3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Default or Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below.
4. The financial statements required by Section 14.1(5) of the Credit Agreement and being furnished to you concurrently with this certificate are, to the best of my knowledge, true, correct and complete, as of the dates and for the periods covered thereby.
5. The attachment hereto sets forth financial data and computations evidencing compliance with the covenants in Section 14.3 of the Credit Agreement, all of which data and computations are, to the best of my knowledge, true, complete and correct, and have been made in accordance with the relevant Sections of the Credit Agreement.
6. Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Borrowers have taken, is taking, or proposes to take with respect to each such condition or event:

[insert details]

7. None of the issued and outstanding shares of the capital stock of the Borrower is subject to a Lien.
8. The Borrower and each other Credit Party is Solvent.
9. All property of the Borrower and each other Credit Party is free and clear of all Liens other than Permitted Liens.

The foregoing certifications, together with the computations set forth in the attachment hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this _____ day of _____, _____.

EASTERN MEAT SOLUTIONS INC.

Per: _____
Name: _____
Title: _____

EXHIBIT "C"
DRAWDOWN NOTICE

Date: _____

To: Bank of Montreal, as Lender

Ladies and Gentlemen:

The undersigned Eastern Meat Solutions Inc. (the "**Borrower**") refers to the second amended and restated credit agreement dated as of September 14, 2022 (as the same may be amended, varied, supplemented, restated, amended and restated, renewed or replaced at any time and from time to time, the "**Credit Agreement**") entered into among, *inter alia*, the Borrower, as a Borrower, and Bank of Montreal, as Lender. Capitalized terms used but not defined herein have the meaning assigned to such terms in the Credit Agreement. The Borrower hereby notifies you, pursuant to Section 2.5 of the Credit Agreement, of its request for the following Advance:

- 1) Credit Facility: _____
- 2) Amount and Currency: _____
- 3) Drawdown Date: _____
- 4) Prime Rate Loan, CDOR Loan, Base Rate Loan, Adjusted Term SOFR Loan, Letters of Credit or Hedging Arrangements: _____
- 5) Contract Period for Letters of Credit or Hedging Arrangements/CDOR Period for CDOR Loan/Interest Period for Adjusted Term SOFR Loan: _____
- 6) Beneficiary:
[for Letters of Credit only] _____

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Drawdown Date, immediately after the Advance and the application of the proceeds therefrom:

- (a) immediately after such Advance, (i) the sum in Canadian Dollars of the aggregate outstanding principal amount of all Advances outstanding from the Lender under that Facility shall not exceed the maximum aggregate principal amount available under that Facility or the Borrowing Base, (ii) no Advance under any Facility shall have a Contract Period/CDOR Period/Interest Period that extends beyond, if applicable, the Maturity Date of that Facility, and (iii) the aggregate amount of Letters of Credit outstanding will not exceed Cdn.\$3,000,000 in respect of the Revolving Facility;

- (b) no Default or Event of Default shall have occurred and be continuing; and
- (c) the representations and warranties of the Borrower and each other Credit Party contained in the Credit Agreement are and will be accurate.

EASTERN MEAT SOLUTIONS INC.

Per: _____
Name:
Title:

EXHIBIT "D"
NOTICE OF ROLLOVER/CONVERSION

Date: _____

To: Bank of Montreal, as Lender

Ladies and Gentlemen:

The undersigned Eastern Meat Solutions Inc. (the "**Borrower**") refers to the second amended and restated credit agreement dated as of September 14, 2022 (as the same may be amended, restated, amended and restated, renewed or replaced from time to time, the "**Credit Agreement**") entered into among, *inter alia*, the Borrower, as a Borrower, and Bank of Montreal, as Lender. Capitalized terms used but not defined herein have the meaning assigned to such terms in the Credit Agreement. The Borrower hereby notifies you, pursuant to Section 2.9 of the Credit Agreement, of the following:

1. Accommodation (or portions thereof) to which notice applies _____
2. Date of Rollover/Conversion _____
3. New Type of Advance [if Advance are to be converted] or repayment _____
4. Next succeeding Contract Period/CDOR Period/Interest Period [if Advances are converted or rolled over to **Letters of Credit, CDOR Loans or Adjusted Term SOFR Loans**] _____

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Rollover Date, as applicable, immediately after the Rollover, as applicable, and the application of the proceeds therefrom:

- (a) immediately after such Rollover or Conversion (i) the sum in Canadian Dollars of the aggregate outstanding principal amount of all Advances outstanding from the Lender under the relevant Facility shall not exceed the maximum aggregate principal amount available under that Facility or, in the case of the Revolving Facility, the Borrowing Base, (ii) no Advance under any Facility shall have a Contract Period/CDOR Period/Interest Period that extends beyond, if applicable, the Maturity Date of that Facility, and (iii) the aggregate amount of Letters of Credit will not exceed Cdn\$3,000,000 in respect of the Revolving Facility;
- (b) no Default or Event of Default shall have occurred and be continuing; and

(c) the representations and warranties of the Borrower and each other Credit Party contained in the Credit Agreement are true and correct on the date hereof and will be true and correct on the date of such Rollover Date.

EASTERN MEAT SOLUTIONS INC.

Per: _____
Name:
Title:

EXHIBIT "E"
PERMITTED LIENS

1. Liens set out below:

(a) security granted by EMS in favour of Vanden Broek Holdings (2008) Inc.;

2. Registration set out below:

Jurisdiction	Debtor	Secured Party	Registration Number	Reference File Number
Ontario	Eastern Meat Solutions Inc.	RCAP Leasing Inc.	20180419 1435 8077 1687	738441729
Ontario	Eastern Meat Solutions Inc. Sierra Supply Chain Services Inc.	CWB National Leasing Inc.	20190625 1159 6005 2115	752676237
Ontario	Eastern Meat Solutions Inc. Robert Vanden Broek	GM Financial Canada Leasing Ltd.	20201203 1715 1532 1946	768276963
Ontario	Eastern Meat Solutions Inc. Robert Vanden Broek	GM Financial Canada Leasing Ltd.	20210520 1715 1532 1212	772697232
Ontario	Eastern Meat Solutions Inc.	Xerox Canada Ltd.	20171019 1406 1462 4864	733114458
Ontario	Eastern Meat Solutions Inc.	Xerox Canada Ltd.	20171005 1004 1462 0326	732646224
Ontario	Sierra Custom Foods Inc.	De Lage Landen Financial Services Canada Inc. ("DLL")	20220517 1048 1529 9491	783059553
Ontario	Sierra Custom Foods Inc.	DLL	20220311 1931 1531 7104	781051869
Ontario	Sierra Custom Foods Inc.	CWB National Leasing Inc.	20211026 1251 6005 5689	777638853
Ontario	Sierra Custom Foods Inc.	DLL	20210929 1050 1529 1912	776851686
Ontario	Sierra Custom Foods Inc.	Tip Fleet Services Canada Ltd.	20210609 0921 1902 4392	773296317
Ontario	Sierra Custom Foods Inc.	DLL	20210527 1936 1531 0006	772889598
Ontario	Sierra Custom Foods Inc.	DLL	20210311 1934 1531 8753	770511276
Ontario	Sierra Custom Foods Inc.	DLL	20201204 1431 1530 0534	768311064

Ontario	Sierra Custom Foods Inc.	DLL	20201007 1937 1531 8774	766565577
Ontario	Sierra Custom Foods Inc.	DLL	20200324 1942 1531 7727	761202891
Ontario	Sierra Custom Foods Inc.	DLL	20200309 1434 1530 4460	760753485
Ontario	Sierra Custom Foods Inc.	DLL	20200304 1437 1530 3180	760623903
Ontario	Sierra Custom Foods Inc.	DLL	20191015 1447 1530 1359	756525996
Ontario	Sierra Custom Foods Inc.	DLL	20190724 1444 1530 7291	753694614
Ontario	Sierra Custom Foods Inc.	DLL	20190712 1444 1530 2803	753308208
Ontario	Sierra Custom Foods Inc.	DLL	20190415 1935 1531 4174	750165795
Ontario	Sierra Custom Foods Inc.	DLL	20181113 1044 1529 7401	745771743
Ontario	Sierra Custom Foods Inc.	Yale Industrial Trucks Inc.	20180912 1542 2836 0265	743678361
Ontario	Sierra Custom Foods Inc.	CWB National Leasing Inc.	20180622 1431 6005 2799	740825154
Ontario	Sierra Supply Chain Services Inc.	DLL	20220712 1933 1531 5592	784834119
Ontario	Sierra Supply Chain Services Inc.	PNC Vendor Finance Corporation Canada	20220217 1120 1901 2348	780477516
Ontario	Sierra Supply Chain Services Inc.	PNC Vendor Finance Corporation Canada	20220217 1126 1902 6107	780477597
Ontario	Sierra Supply Chain Services Inc.	PNC Vendor Finance Corporation Canada	20220217 1134 1902 6110	780477849
Ontario	Sierra Supply Chain Services Inc.	PNC Vendor Finance Corporation Canada	20220217 1217 11901 2378	780478956
Ontario	Sierra Supply Chain Services Inc.	PNC Vendor Finance Corporation Canada	20220217 1250 1901 2389	780480693
Ontario	Sierra Supply Chain Services Inc.	PNC Vendor Finance Corporation Canada	20220217 1313 1902 6131	780483375
Ontario	Sierra Supply Chain Services Inc.	CWB National Leasing Inc.	20210519 1436 6005 2344	772651458

Ontario	Sierra Supply Chain Services Inc.	Food Banks Canada	20210428 1500 1862 6715	771981093
Ontario	Sierra Supply Chain Services Inc.	DLL	20201112 1040 1530 6427	767630322
Ontario	Sierra Supply Chain Services Inc.	DLL	20200925 1036 1529 9660	766123209
Ontario	Sierra Supply Chain Services Inc.	DLL	20170608 1940 1531 7074	728562312

EXHIBIT "F"
SEVENTH AMENDING AGREEMENT

See attached.

SEVENTH AMENDING AGREEMENT

Made as of August 18, 2021

Among

EASTERN MEAT SOLUTIONS INC.

- and -

SIERRA CUSTOM FOODS INC.

as Borrowers

- and -

CERTAIN AFFILIATES OF THE BORROWERS

as Guarantors

- and -

BANK OF MONTREAL

as Lender

SEVENTH AMENDING AGREEMENT

This seventh amending agreement is made as of the 18th day of August, 2021

AMONG

EASTERN MEAT SOLUTIONS INC.

and

SIERRA CUSTOM FOODS INC.

as Borrowers

and

CERTAIN AFFILIATES OF THE BORROWER

as Guarantors

and

BANK OF MONTREAL

as Lender

WITNESSES THAT WHEREAS:

- (a) the Lender made credit facilities available to the Borrowers on the terms and conditions set out in the amended and restated credit agreement dated as of June 30, 2016 among the Borrowers, certain affiliates of the Borrower, as Guarantors, and the Lender, as amended by a first amending agreement dated as of March 29, 2018, a second amending agreement dated as of October 15, 2019, a letter agreement dated as of April 21, 2020, a letter agreement dated as of June 17, 2020, a fifth amending agreement dated as of October 5, 2020 and sixth amending agreement dated as of March 31, 2021 (the "Credit Agreement"); and
- (b) the parties to the Credit Agreement have agreed to amend the Credit Agreement in the manner set forth herein in order to, among other things, amend certain covenants.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant and agree with each other as follows:

SECTION 1 INTERPRETATION

- 1.1 **Definitions from Agreement.** Capitalized terms defined in the Credit Agreement have the same meanings in this Seventh Amending Agreement unless otherwise defined herein or the context expressly or by necessary implication requires otherwise. This Seventh Amending Agreement is referenced herein as the "Seventh Amending Agreement". For

greater certainty, this Seventh Amending Agreement amends the Credit Agreement and the term "Agreement", as defined in the Credit Agreement, includes (unless the context expressly or by necessary implication requires otherwise) this Seventh Amending Agreement to the extent of such amendments. For purposes of this Seventh Amending Agreement, the term "Seventh Amending Closing Date" means August 18, 2021.

1.2 **New and Revised Definitions.** Section 1.1 of the Credit Agreement is hereby amended as follows:

- (a) The definition of "Borrowing Base" is hereby amended such that the following text is inserted at the end of such definition:

"Notwithstanding the foregoing and for greater certainty, clause (e) above is hereby amended such that it shall read for the period commencing August 1, 2021 and ending October 31, 2021 only, "the lesser of (i) 90% of the Net Orderly Liquidation Value of Eligible Inventory for the period commencing August 1, 2021 and ending October 31, 2021 only, and (ii) 70% of the lower of cost (on a first-in, first-out basis consistent with GAAP) and the market value of Eligible Inventory at such time; plus". In addition, the 5% incremental increase in the advance rate (resulting in an increase of the advance rate from 85% to 90% as referenced above) effected pursuant to this paragraph shall reduce by one-third on each of August 30, 2021, September 30, 2021 and October 31, 2021 such that, as of October 31, 2021 the advance rate is 85% as opposed to 90%. Effective as of November 1, 2021, this paragraph shall no longer be effective and instead the governing language shall automatically revert back to the language set out in clause (e) above."

1.3 **Headings.** The insertion of headings in this Seventh Amending Agreement is for convenience of reference only and shall not affect the interpretation of this Seventh Amending Agreement.

**SECTION 2
THE CREDIT FACILITIES**

2.1 **Purpose.** The text of Section 2.4(a) of the Credit Agreement is hereby amended by inserting the following text at the end of clause (a):

"Notwithstanding the foregoing and for greater certainty, the Borrower shall not directly or indirectly use the proceeds of Advances under the Revolving Facility for purposes of directly or indirectly assisting with or financing the construction/leasehold improvements being undertaken in respect of the cold storage warehouse facility located at premises municipally known as 90 Glover Road, Hamilton, Ontario L8W 3T7."

**SECTION 3
DEFAULT AND ENFORCEMENT**

3.1 **Events of Default.** Section 15.1 of the Credit Agreement is hereby amended by inserting the following text as new clause (p) thereof:

"(p) **Cash Injection.** Robert Vanden Broek fails at any time either directly or indirectly to make a cash injection into the Borrower in the circumstances, in the amounts and within the timeframe set out in Section 6.1 of the Seventh Amending Agreement to this Agreement dated as of August 18, 2021 entered into among the Borrowers, certain affiliates of the Borrowers, as Guarantors, and the Lender, as acknowledged by Robert Vanden Broek."

SECTION 4 CONDITIONS PRECEDENT

4.1 **Conditions Precedent.** The effectiveness of this Seventh Amending Agreement is subject to and conditional upon the satisfaction of the following conditions:

- (a) ***Delivery of Documents.*** The Lender shall have received, in form and substance satisfactory to the Lender, the following:
 - (i) this Seventh Amending Agreement duly executed by all of the parties hereto; and
 - (ii) such other documents as the Lender may reasonably request,
- (b) ***Fees.*** All fees payable in accordance with this Seventh Amending Agreement on or before the Seventh Amending Closing Date (including legal fees and expenses of the Lender) shall have been paid to the Lender.
- (c) ***Material Adverse Change.*** No Material Adverse Change shall have occurred with respect to the Credit Parties.

SECTION 5 REPRESENTATIONS AND WARRANTIES

5.1 **Representations.** Each of the Credit Parties represents and warrants to the Lender that:

- (a) the Credit Agreement, as amended by this Seventh Amending Agreement, is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' generally, (ii) the fact that specific performance and injunctive relief may only be given at the discretion of the courts, and (iii) the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments;
- (b) the Credit Agreement, as amended by this Seventh Amending Agreement, does not conflict with any constating document, agreement, instrument or undertaking binding upon it or any of its properties; and
- (c) no Default or Event of Default now exists under the Credit Agreement or will exist after giving effect to this Seventh Amending Agreement.

**SECTION 6
GENERAL**

- 6.1 **Cash Injection.** Robert Vanden Broek hereby acknowledges and agrees that, if the Cash Burn in respect of the Borrower Group is in excess of \$1,500,000 (such excess amount referred to as the "CB Excess Amount") as demonstrated and evidenced by the monthly financial reporting package to be delivered by the Borrower in favour of the Lender pursuant to Section 14.1(5) of the Credit Agreement, then Robert Vanden Broek will either directly or indirectly inject a sufficient amount of cash into the Borrower which in no circumstances will be in an amount less than the relevant CB Excess Amount. Robert Vanden Broek agrees that such cash injection, if so required, will be provided to the Borrower within three (3) Business Days of the earlier of (i) the date on which the Borrower is required to deliver its monthly financial reporting package and accompanying Compliance Certificate pursuant to Section 14.1(5) of the Credit Agreement, and (ii) the date on which the Lender actually receives the monthly financial reporting package and accompanying Compliance Certificate required to be delivered by the Borrower pursuant to Section 14.1(5) of the Credit Agreement. "Cash Burn" means, with reference to the Borrower Group in respect of any particular Twelve Month Period, (a) EBITDA, less cash Taxes, dividends paid and unfunded Capital Expenditures, subtracted by (b) Debt Service. The obligation of Robert Vanden Broek to inject cash into the Borrower pursuant to this Section 6.1 is in addition to and not in substitution for the Undertaking dated as February 5, 2020, previously executed by Robert Vanden Broek in favour of the Lender.
- 6.2 **Severability.** Any provision of this Seventh Amending Agreement which is prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.
- 6.3 **Costs, Expenses and Taxes:** The Credit Parties agree to pay, on demand, all reasonable costs and expenses of the Lender in connection with the preparation, execution, delivery, operation or enforcement of this Seventh Amending Agreement and related Credit Documents including, without limitation, the reasonable fees and out-of-pocket expenses of the Lender's counsel and other professionals engaged by the Lender with respect to the preparation, negotiation and documentation of this Seventh Amending Agreement, the other Credit Documents, and the related closing documents with respect thereto and with respect to advising the Lender of its rights and responsibilities in connection with the continuing operation of the Credit Agreement, as amended by this Seventh Amending Agreement.
- 6.4 **Form of Documents.** All documents delivered under or in connection with this Seventh Amending Agreement or under or in connection with the Credit Agreement shall be in form and substance satisfactory to the Lender and its counsel, in each case, acting reasonably.
- 6.5 **Governing Law.** This Seventh Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each Credit Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Province


of Ontario and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court. Each Credit Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action or proceeding.

- 6.6 **Governing Documents.** The Credit Agreement as amended by this Seventh Amending Agreement and all other Credit Documents delivered pursuant to or referenced in the Credit Agreement as amended by this Seventh Amending Agreement constitute the complete agreement of the parties hereto with respect to the subject matter hereof and supersede any other agreements or understandings between or among each of the Credit Parties and the Lender. Save as expressly amended by this Seventh Amending Agreement, all other terms and conditions of the Credit Agreement remain in full force and effect unamended.
- 6.7 **Time of the Essence.** Time shall be of the essence of this Seventh Amending Agreement.
- 6.8 **Further Assurances.** The Credit Parties shall from time to time promptly, upon the request of the Lender, take or cause to be taken such action, and execute and deliver such further documents as may be reasonably necessary or appropriate to give effect to the provisions and intent of this Seventh Amending Agreement and the Credit Documents.
- 6.9 **Confirmation of Credit Parties.** By signing this Seventh Amending Agreement, each of the Credit Parties hereby agrees to comply with all of its obligations under the Credit Agreement as hereby amended and, as applicable, confirms that the guarantees given by it (and/or its predecessor corporations, as applicable) to the Lender and all Security documents given by it (and/or its predecessor corporations, as applicable) as security for its obligations, direct, indirect, absolute and/or contingent, remain in full force and effect in accordance with their respective terms and continue to support all of the Borrowers' indebtedness and liabilities, present and future, to, the Lender including, without limitation, each Borrower's indebtedness and liabilities under the Credit Agreement, as amended by this Seventh Amending Agreement, and the Security documents granted by each such Borrower. For greater certainty, each Credit Party that has previously executed and delivered a Security document hereby acknowledges and confirms that each such Security document secures the obligations of such Credit Party under and in connection with the Credit Agreement and all other relevant Credit Documents.
- 6.10 **Counterparts.** This Seventh Amending Agreement and the other Credit Documents may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. This Seventh Amending Agreement and the other Credit Documents may be executed and delivered by facsimile transmission or other electronic communication and each of the parties hereto may rely on such facsimile signature or other electronic signature as though that facsimile signature or other electronic signature, as applicable, were an original hand-written signature.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Seventh Amending Agreement to be executed as of the date first above written.

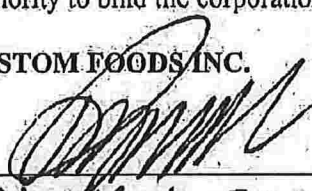
EASTERN MEAT SOLUTIONS INC.

By: 
Name: Robert Vander Broek
Title: President

By: _____
Name: _____
Title: _____

I/we have authority to bind the corporation

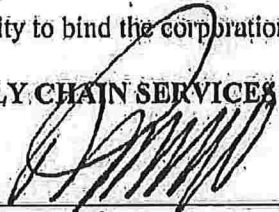
SIERRA CUSTOM FOODS INC.

By: 
Name: Robert Vander Broek
Title: President

By: _____
Name: _____
Title: _____

I/we have authority to bind the corporation

SIERRA SUPPLY CHAIN SERVICES INC.

By: 
Name: Robert Vander Broek
Title: President

By: _____
Name: _____
Title: _____

I/we have authority to bind the corporation

SIERRA MADRAS HOLDINGS INC.

By:
Name:
Title:


Robert Vanden Broek
President

By:
Name:
Title:

I/we have authority to bind the corporation

ACKNOWLEDGEMENT

The undersigned Robert Vanden Broek hereby, as of the date first written above, acknowledges Section 6.1 of the Seventh Amending Agreement and hereby agrees to comply with and perform the terms and conditions of the same.


Witness


Robert Vanden Broek

BANK OF MONTREAL

By: [REDACTED]
Name: [REDACTED]
Title: Director, Asset Based Lending

By: [REDACTED]
Name: [REDACTED]
Title: Director, Asset Based Lending

EXHIBIT "G"
ADDITIONAL CAPITAL EXPENDITURES

See attached.

130361428:v3

Schedule for addback amount to CFAD and Non-Financed Capital expenditure – Deviation of +/-5% from the stated amount is permitted

Mon	Yr	Capex	Cumulative Capex	TTM
Dec	2019	6000	6000	6000
Jan	2020	15500	21500	21500
Feb	2020	15250	36750	36750
Mar	2020	0	36750	36750
Apr	2020	10500	47250	47250
May	2020	8500	55750	55750
Jun	2020	6500	62250	62250
Jul	2020	4000	66250	66250
Aug	2020	2500	68750	68750
Sep	2020	391298	460048	460048
Oct	2020	2000	462048	462048
Nov	2020	1064	463112	463112
Dec	2020	-64	463048	457048
Jan	2021	116000	579048	557548
Feb	2021	20000	599048	562298
Mar	2021	23000	622048	585298
Apr	2021	22000	644048	596798
May	2021	22000	666048	610298
Jun	2021	29200	695248	632998
Jul	2021	35769	731017	664767
Aug	2021	420903	1151920	1083170
Sep	2021	147109	1299029	838981
Oct	2021	87481	1386510	924462
Nov	2021	68001	1454512	991399
Dec	2021	301077	1755589	1292540
Jan	2022	27675	1783264	1204216
Feb	2022	284029	2067293	1468245
Mar	2022	117305	2184599	1562550

Mon	Yr	Capex	Cumulative Capex	TTM
Apr	2022	0	2184599	1540550
May	2022	0	2184599	1518550
Jun	2022	0	2184599	1489350
Jul	2022	0	2184599	1453582
Aug	2022	0	2184599	1032678
Sep	2022	0	2184599	885570
Oct	2022	0	2184599	798089
Nov	2022	0	2184599	730087
Dec	2022	0	2184599	429010
Jan	2023	0	2184599	401335
Feb	2023	0	2184599	117305

FIRST AMENDING AGREEMENT

Made as of January 23, 2023

Among

EASTERN MEAT SOLUTIONS INC.

as Borrower

- and -

CERTAIN AFFILIATES OF THE BORROWERS

as Guarantors

- and -

BANK OF MONTREAL

as Lender

FIRST AMENDING AGREEMENT

This first amending agreement is made as of the 23rd day of January, 2023

AMONG

EASTERN MEAT SOLUTIONS INC.

as Borrower

and

CERTAIN AFFILIATES OF THE BORROWER

as Guarantors

and

BANK OF MONTREAL

as Lender

WITNESSES THAT WHEREAS:

- (a) the Lender made credit facilities available to the Borrower on the terms and conditions set out in the second amended and restated credit agreement dated as of September 14, 2022 among the Borrower, certain affiliates of the Borrower, as Guarantors, and the Lender (the "**Credit Agreement**"); and
- (b) the parties to the Credit Agreement have agreed to amend the Credit Agreement in the manner set forth herein in order to, among other things, increase the amount of the Revolving Commitment.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant and agree with each other as follows:

SECTION 1 INTERPRETATION

- 1.1 **Definitions from Agreement.** Capitalized terms defined in the Credit Agreement have the same meanings in this First Amending Agreement unless otherwise defined herein or the context expressly or by necessary implication requires otherwise. This First Amending Agreement is referenced herein as the "**First Amending Agreement**". For greater certainty, this First Amending Agreement amends the Credit Agreement and the term "**Agreement**", as defined in the Credit Agreement, includes (unless the context expressly or by necessary implication requires otherwise) this First Amending Agreement to the extent of such amendments. For purposes of this First Amending Agreement, the term "**First Amending Closing Date**" means January 23, 2023.

1.2 **New and Revised Definitions.** Section 1.1 of the Credit Agreement is hereby amended as follows:

- (a) The definition of "**Revolving Commitment**" is hereby amended such that reference to the text "\$20,000,000" contained therein is deleted and replaced with reference to the text "\$25,000,000."
- (b) The definition of "**Adjusted Term SOFR Margin**" is hereby deleted and replaced with the following text:

"**Adjusted Term SOFR Margin**" means (a) 2.00% per annum in circumstances where the Monthly Average EA is equal to or greater than \$2,500,000, and (b) 2.25% per annum in circumstances where the Monthly Average EA is less than \$2,500,000."

- (c) The definition of "**Base Rate Margin**" is hereby deleted and replaced with the following text:

"**Base Rate Margin**" means (a) 0.50% per annum in circumstances where the Monthly Average EA is equal to or greater than \$2,500,000, and (b) 0.75% per annum in circumstances where the Monthly Average EA is less than \$2,500,000."

- (d) The definition of "**CDOR Margin**" is hereby deleted and replaced with the following text:

"**CDOR Margin**" means a percentage used to determine the rate of interest applicable to CDOR Loans under each applicable Facility as follows: (a) in respect of a CDOR Loan under the Revolving Facility, (i) 2.00% per annum in circumstances where the Monthly Average EA is equal to or greater than \$2,500,000, and (ii) 2.25% per annum in circumstances where the Monthly Average EA is less than \$2,500,000, (b) in respect of a CDOR Loan under Term Facility A, 2.25% per annum, and (c) in respect of a CDOR Loan under Term Facility B, 2.75% per annum."

- (e) The definition of "**Prime Rate Margin**" is deleted and replaced with the following text:

"**Prime Rate Margin**" means a percentage used to determine the rate of interest applicable to Prime Rate Loans under each applicable Facility as follows: (a) in respect of a Prime Rate Loan under the Revolving Facility, (i) 0.50% per annum in circumstances where the Monthly Average EA is equal to or greater than \$2,500,000, and (ii) 0.75% per annum in circumstances where the Monthly Average EA is less than \$2,500,000, (b) in respect of a Prime Rate Loan under Term Facility A, 0.75% per annum, and (c) in respect of a Prime Rate Loan under Term Facility B, 1.25% per annum."

- (f) The following new definition is inserted in the Credit Agreement at the appropriate alphabetical location:

"Monthly Average EA" means, at any particular date of determination, the monthly average Excess Availability calculated by the Lender in respect of the relevant calendar month."

- 1.3 **Headings.** The insertion of headings in this First Amending Agreement is for convenience of reference only and shall not affect the interpretation of this First Amending Agreement.

SECTION 2 INTEREST, FEES AND ESTIMATES

- 2.1 **Monthly Average EA.** The text of Section 3.6 of the Credit Agreement is hereby deleted and replaced with the following text:

"Section 3.6 Monthly Average EA

The Lender shall calculate the Monthly Average EA in respect of the relevant calendar month on or before the close of the third Business Day of each subsequent calendar month (each a **"Subsequent Month"**) and any change to be made and applied to the relevant Applicable Margin as a result of the calculation of the Monthly Average EA for the calendar month in question will be effective retroactively from and with effect as of the first day of such Subsequent Month."

- 2.2 **Standby Commitment Fee.** The text of Section 3.7 of the Credit Agreement is hereby deleted and replaced with the following text:

"The Borrower shall pay to the Lender a standby commitment fee in Canadian Dollars at an annual rate (based on a 365 day year, or 366 days in the case of a leap year) of (a) 0.25% on the undrawn portion of the amount of the Revolving Commitment in circumstances where the Monthly Average EA is equal to or greater than \$2,500,000, and (b) 0.375% on the undrawn portion of the amount of the Revolving Commitment in circumstances where the Monthly Average EA is less than \$2,500,000, such fee to be calculated and payable monthly, in arrears, on the first Business Day following the end of each calendar month, on the outstanding daily undrawn portion of the Revolving Credit, for the period from the Closing Date to and including the last day of the first calendar month ending after the Closing Date and thereafter from the first day of each calendar month to and including the last day of such calendar month. The Lender will debit the Borrower's Account for the amount of each commitment fee payable hereunder. For purposes of determining the undrawn portion of the Revolving Credit in respect of any Advance in US Dollars, the Lender shall determine the Exchange Equivalent of such Advance in Canadian Dollars on the first Business Day of the month in which such commitment fee is payable."

SECTION 3 CONDITIONS PRECEDENT

- 3.1 **Conditions Precedent.** The effectiveness of this First Amending Agreement is subject to and conditional upon the satisfaction of the following conditions:

- (a) ***Delivery of Documents.*** The Lender shall have received, in form and substance satisfactory to the Lender, the following:
 - (i) this First Amending Agreement duly executed by all of the parties hereto; and
 - (ii) such other documents as the Lender may reasonably request.
- (b) ***Fees.*** All fees payable (including an amendment fee in the amount of \$3,750 payable by the Borrower to the Lender) in accordance with this First Amending Agreement on or before the First Amending Closing Date (including legal fees and expenses of the Lender) shall have been paid to the Lender.
- (c) ***Material Adverse Change.*** No Material Adverse Change shall have occurred with respect to the Credit Parties.

SECTION 4 REPRESENTATIONS AND WARRANTIES

- 4.1 **Representations.** Each of the Credit Parties represents and warrants to the Lender that:
- (a) the Credit Agreement, as amended by this First Amending Agreement, is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' generally, (ii) the fact that specific performance and injunctive relief may only be given at the discretion of the courts, and (iii) the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments;
 - (b) the Credit Agreement, as amended by this First Amending Agreement, does not conflict with any constating document, agreement, instrument or undertaking binding upon it or any of its properties; and
 - (c) no Default or Event of Default now exists under the Credit Agreement or will exist after giving effect to this First Amending Agreement.

SECTION 5 GENERAL

- 5.1 **Acknowledgement.** The Borrower, the Lender and the other Credit Parties acknowledge and agree that the changes to the pricing in the Credit Agreement effected by this First Amending Agreement will only become effective in accordance with their respective terms commencing February 1, 2023.
- 5.2 **Severability.** Any provision of this First Amending Agreement which is prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.

- 5.3 **Costs, Expenses and Taxes.** The Credit Parties agree to pay, on demand, all reasonable costs and expenses of the Lender in connection with the preparation, execution, delivery, operation or enforcement of this First Amending Agreement and related Credit Documents including, without limitation, the reasonable fees and out-of-pocket expenses of the Lender's counsel and other professionals engaged by the Lender with respect to the preparation, negotiation and documentation of this First Amending Agreement, the other Credit Documents, and the related closing documents with respect thereto and with respect to advising the Lender of its rights and responsibilities in connection with the continuing operation of the Credit Agreement, as amended by this First Amending Agreement.
- 5.4 **Form of Documents.** All documents delivered under or in connection with this First Amending Agreement or under or in connection with the Credit Agreement shall be in form and substance satisfactory to the Lender and its counsel, in each case, acting reasonably.
- 5.5 **Governing Law.** This First Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each Credit Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court. Each Credit Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action or proceeding.
- 5.6 **Governing Documents.** The Credit Agreement as amended by this First Amending Agreement and all other Credit Documents delivered pursuant to or referenced in the Credit Agreement as amended by this First Amending Agreement constitute the complete agreement of the parties hereto with respect to the subject matter hereof and supersede any other agreements or understandings between or among each of the Credit Parties and the Lender. Save as expressly amended by this First Amending Agreement, all other terms and conditions of the Credit Agreement remain in full force and effect unamended.
- 5.7 **Time of the Essence.** Time shall be of the essence of this First Amending Agreement.
- 5.8 **Further Assurances.** The Credit Parties shall from time to time promptly, upon the request of the Lender, take or cause to be taken such action, and execute and deliver such further documents as may be reasonably necessary or appropriate to give effect to the provisions and intent of this First Amending Agreement and the Credit Documents.
- 5.9 **Confirmation of Credit Parties.** By signing this First Amending Agreement, each of the Credit Parties hereby agrees to comply with all of its obligations under the Credit Agreement as hereby amended and, as applicable, confirms that the guarantees given by it (and/or its predecessor corporations, as applicable) to the Lender and all Security documents given by it (and/or its predecessor corporations, as applicable) as security for its obligations, direct, indirect, absolute and/or contingent, remain in full force and effect in accordance with their respective terms and continue to support all of the Borrowers' indebtedness and liabilities, present and future, to, the Lender including, without

limitation, each Borrower's indebtedness and liabilities under the Credit Agreement, as amended by this First Amending Agreement, and the Security documents granted by each such Borrower. For greater certainty, each Credit Party that has previously executed and delivered a Security document hereby acknowledges and confirms that each such Security document secures the obligations of such Credit Party under and in connection with the Credit Agreement and all other relevant Credit Documents.

- 5.10 **Counterparts.** This First Amending Agreement and the other Credit Documents may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. This First Amending Agreement and the other Credit Documents may be executed and delivered by facsimile transmission or other electronic communication and each of the parties hereto may rely on such facsimile signature or other electronic signature as though that facsimile signature or other electronic signature, as applicable, were an original hand-written signature.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this First Amending Agreement to be executed as of the date first above written.

EASTERN MEAT SOLUTIONS INC.

By: 

Name: Robert Vanden Broek

Title: CEO

By: 

Name: Nabeel Baig

Title: VP Finance

I/we have authority to bind the corporation

SIERRA CUSTOM FOODS INC.

By: 

Name: Robert Vanden Broek

Title: CEO

By: 

Name: Nabeel Baig

Title: VP Finance

I/we have authority to bind the corporation

SIEERA SUPPLY CHAIN SERVICES INC.

By: 

Name: Robert Vanden Broek

Title: CEO

By: 

Name: Nabeel Baig

Title: VP Finance

I/we have authority to bind the corporation

BANK OF MONTREAL

By:

Name:

Title:

Director - Asset Based Lending

By:

Name:

Title:

Director - Asset Based Lending

SECOND AMENDING AGREEMENT

Made as of March 24, 2023

Among

EASTERN MEAT SOLUTIONS INC.

as Borrower

- and -

CERTAIN AFFILIATES OF THE BORROWERS

as Guarantors

- and -

BANK OF MONTREAL

as Lender

SECOND AMENDING AGREEMENT

This second amending agreement is made as of the 24th day of March, 2023

A M O N G

EASTERN MEAT SOLUTIONS INC.

as Borrower

and

CERTAIN AFFILIATES OF THE BORROWER

as Guarantors

and

BANK OF MONTREAL

as Lender

WITNESSES THAT WHEREAS:

- (a) the Lender made credit facilities available to the Borrower on the terms and conditions set out in the second amended and restated credit agreement dated as of September 14, 2022 among the Borrower, certain affiliates of the Borrower, as Guarantors, and the Lender (as amended, the "**Credit Agreement**"); and
- (b) the parties to the Credit Agreement have agreed to amend the Credit Agreement in the manner set forth herein in order to, among other things, amend certain covenants.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant and agree with each other as follows:

SECTION 1 INTERPRETATION

- 1.1 **Definitions from Agreement.** Capitalized terms defined in the Credit Agreement have the same meanings in this Second Amending Agreement unless otherwise defined herein or the context expressly or by necessary implication requires otherwise. This Second Amending Agreement is referenced herein as the "**Second Amending Agreement**". For greater certainty, this Second Amending Agreement amends the Credit Agreement and the term "**Agreement**", as defined in the Credit Agreement, includes (unless the context expressly or by necessary implication requires otherwise) this Second Amending Agreement to the extent of such amendments. For purposes of this Second Amending Agreement, the term "**Second Amending Closing Date**" means March 24, 2023.

1.2 **Revised Definition.** Section 1.1 of the Credit Agreement is hereby amended as follows:

(a) The definition of "**Borrowing Base**" is hereby amended such that the text contained in clauses (d) and (e) thereof is deleted and replaced with the following text:

"(d) the lesser of (i) 90% of the Net Orderly Liquidation Value of Eligible Inventory, and (ii) 70% of the lower of cost (on a first-in, first-out basis consistent with GAAP) and the market value of Eligible Inventory at such time; plus;

(e) [intentionally deleted]; plus."

1.3 **Headings.** The insertion of headings in this Second Amending Agreement is for convenience of reference only and shall not affect the interpretation of this Second Amending Agreement.

SECTION 2 COVENANTS

2.2 **Inspection.** The text of Section 14.1(6)(a) of the Credit Agreement is hereby deleted and replaced with the following text:

"(a) It shall permit (and arrange for all access required to permit) the Lender and its duly authorized representatives and agents, to (i) examine and make copies of the corporate books and books of accounts and other financial records of each Credit Party, (ii) discuss the affairs, finances and accounts of each Credit Party with, and to be advised as to the same by, their officers, employees and independent chartered accountants (and each Credit Party hereby authorizes its accountants to discuss with the Lender the finances and affairs of such Credit Party), and (iii) visit and inspect any of the premises of the Credit Parties and to conduct field examinations, provided that the Lender shall not conduct more than (a) one (1) field examination during any particular calendar year, or (b) two (2) field examinations during any particular calendar year in circumstances where the Monthly Average EA has been at any time less than \$2,500,000 for a calendar month, further provided, however, that, notwithstanding the foregoing, if an Event of Default has occurred and is continuing then the Lender shall be entitled to conduct field examinations of the Credit Parties at such times and intervals as the Lender determines appropriate in its sole discretion. Notwithstanding the foregoing, and for greater certainty, the number of visits to and examinations of the Credit Parties which do not constitute field examinations shall not be restricted."

2.3 **Capital Expenditures.** The text of Section 14.3(2) of the Credit Agreement is hereby deleted and replaced with the following text:

"The Borrower and the other Credit Parties will not expend or become obligated for any Capital Expenditures in an aggregate amount exceeding (i) \$7,000,000 during Fiscal Year

2023, and (ii) \$4,000,000 in any Fiscal Year thereafter, determined in accordance with GAAP on a consolidated basis for the Borrower Group.”.

SECTION 3 CONDITIONS PRECEDENT

3.2 **Conditions Precedent.** The effectiveness of this Second Amending Agreement is subject to and conditional upon the satisfaction of the following conditions:

- (a) ***Delivery of Documents.*** The Lender shall have received, in form and substance satisfactory to the Lender, the following:
 - (i) this Second Amending Agreement duly executed by all of the parties hereto; and
 - (ii) such other documents as the Lender may reasonably request.
- (b) ***Fees.*** All fees payable (including an amendment fee in the amount of \$3,750 payable by the Borrower to the Lender) in accordance with this Second Amending Agreement on or before the Second Amending Closing Date (including legal fees and expenses of the Lender) shall have been paid to the Lender.
- (c) ***Material Adverse Change.*** No Material Adverse Change shall have occurred with respect to the Credit Parties.

SECTION 4 REPRESENTATIONS AND WARRANTIES

4.2 **Representations.** Each of the Credit Parties represents and warrants to the Lender that:

- (a) the Credit Agreement, as amended by this Second Amending Agreement, is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' generally, (ii) the fact that specific performance and injunctive relief may only be given at the discretion of the courts, and (iii) the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments;
- (b) the Credit Agreement, as amended by this Second Amending Agreement, does not conflict with any constating document, agreement, instrument or undertaking binding upon it or any of its properties; and
- (c) no Default or Event of Default now exists under the Credit Agreement or will exist after giving effect to this Second Amending Agreement.

SECTION 5 GENERAL

- 5.1 **Severability.** Any provision of this Second Amending Agreement which is prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.
- 5.2 **Costs, Expenses and Taxes.** The Credit Parties agree to pay, on demand, all reasonable costs and expenses of the Lender in connection with the preparation, execution, delivery, operation or enforcement of this Second Amending Agreement and related Credit Documents including, without limitation, the reasonable fees and out-of-pocket expenses of the Lender's counsel and other professionals engaged by the Lender with respect to the preparation, negotiation and documentation of this Second Amending Agreement, the other Credit Documents, and the related closing documents with respect thereto and with respect to advising the Lender of its rights and responsibilities in connection with the continuing operation of the Credit Agreement, as amended by this Second Amending Agreement.
- 5.3 **Form of Documents.** All documents delivered under or in connection with this Second Amending Agreement or under or in connection with the Credit Agreement shall be in form and substance satisfactory to the Lender and its counsel, in each case, acting reasonably.
- 5.4 **Governing Law.** This Second Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each Credit Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court. Each Credit Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action or proceeding.
- 5.5 **Governing Documents.** The Credit Agreement as amended by this Second Amending Agreement and all other Credit Documents delivered pursuant to or referenced in the Credit Agreement as amended by this Second Amending Agreement constitute the complete agreement of the parties hereto with respect to the subject matter hereof and supersede any other agreements or understandings between or among each of the Credit Parties and the Lender. Save as expressly amended by this Second Amending Agreement, all other terms and conditions of the Credit Agreement remain in full force and effect unamended.
- 5.6 **Time of the Essence.** Time shall be of the essence of this Second Amending Agreement.
- 5.7 **Further Assurances.** The Credit Parties shall from time to time promptly, upon the request of the Lender, take or cause to be taken such action, and execute and deliver such further documents as may be reasonably necessary or appropriate to give effect to the provisions and intent of this Second Amending Agreement and the Credit Documents.

- 5.8 **Confirmation of Credit Parties.** By signing this Second Amending Agreement, each of the Credit Parties hereby agrees to comply with all of its obligations under the Credit Agreement as hereby amended and, as applicable, confirms that the guarantees given by it (and/or its predecessor corporations, as applicable) to the Lender and all Security documents given by it (and/or its predecessor corporations, as applicable) as security for its obligations, direct, indirect, absolute and/or contingent, remain in full force and effect in accordance with their respective terms and continue to support all of the Borrowers' indebtedness and liabilities, present and future, to, the Lender including, without limitation, each Borrower's indebtedness and liabilities under the Credit Agreement, as amended by this Second Amending Agreement, and the Security documents granted by each such Borrower. For greater certainty, each Credit Party that has previously executed and delivered a Security document hereby acknowledges and confirms that each such Security document secures the obligations of such Credit Party under and in connection with the Credit Agreement and all other relevant Credit Documents.
- 5.9 **Counterparts.** This Second Amending Agreement and the other Credit Documents may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. This Second Amending Agreement and the other Credit Documents may be executed and delivered by facsimile transmission or other electronic communication and each of the parties hereto may rely on such facsimile signature or other electronic signature as though that facsimile signature or other electronic signature, as applicable, were an original hand-written signature.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Second Amending Agreement to be executed as of the date first above written.

EASTERN MEAT SOLUTIONS INC.

By: Nabeel Baig
Name: Nabeel Baig
Title: VP Finance and Systems

By: RP. In
Name: RAMESH NEDADUR
Title: PRESIDENT AND COO

I/we have authority to bind the corporation

SIERRA CUSTOM FOODS INC.

By: Nabeel Baig
Name: Nabeel Baig
Title: VP Finance and Systems

By: RP. In
Name: RAMESH NEDADUR
Title: PRESIDENT AND COO

I/we have authority to bind the corporation

SIERRA SUPPLY CHAIN SERVICES INC.

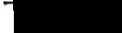
By: Nabeel Baig
Name: Nabeel Baig
Title: VP Finance and Systems

By: RP. In
Name: RAMESH NEDADUR
Title: PRESIDENT AND COO

I/we have authority to bind the corporation

BANK OF MONTREAL

By: 
Name: 
Title: Director - Asset Based Lending

By: 
Name: 
Title: Director - Asset Based Lending

This is Exhibit "N" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

**ACKNOWLEDGEMENT AND AGREEMENT REGARDING
SECURITY AND OTHER DOCUMENTS**

TO: Bank of Montreal

FROM: Sierra Custom Foods Inc.

DATE: September 14, 2022

RECITALS:

- A. Eastern Meat Solutions Inc. (“**EMS**”), as borrower, Sierra Custom Foods Inc. (“**Custom**”), Sierra Supply Chain Services Inc. (“**Chain**”) and Sierra Realty Corporation (“**Realty**”, the successor corporation to Sierra Madras Holdings Inc.) (and/or their respective predecessor corporations), as guarantors, and Bank of Montreal (“**BMO**”), as lender, previously entered into a credit agreement dated as of September 30, 2013, as amended, and as further amended and restated pursuant to an amended and restated credit agreement dated as of June 30, 2016, as amended (collectively, the “**Original Credit Agreement**”).
- B. Pursuant to the Original Credit Agreement, Custom provided certain security and other agreements (including acknowledgements) in favour of BMO, with respect to its obligations owing to BMO under and in connection with the Original Credit Agreement, which such security and other agreements are, in part, listed in Schedule “A” to this Agreement (such documents listed in Schedule “A”, collectively, the “**Existing Documents**”).
- C. Pursuant to the discharge and release dated on or about the date hereof (the “**Discharge and Release**”), BMO has agreed to grant the releases and discharges provided for therein with respect to the obligations of Realty under and in connection with the Original Credit Agreement, subject to and on the terms and conditions set out in the Discharge and Release
- D. EMS, Custom, Chain and BMO wish to make amendments to, and restate the terms of, the Original Credit Agreement in its entirety in order to, among other things, extend credit and/or continue to extend credit, as applicable, and make certain other financial accommodations available to EMS.
- E. It is a condition precedent to entering into a second amended and restated credit agreement dated on or about the date hereof (as the same may be further amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Credit Agreement**”) among EMS, Custom, Chain and BMO, that Custom execute and deliver this agreement (as the same may be amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Agreement**”) to and in favour of BMO.

NOW THEREFORE, in consideration of BMO entering into the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Custom acknowledges and agrees that (i) the Existing Documents are, subject to what is stated herein, in all respects hereby ratified and confirmed and all such Existing Documents remain in full force and effect in accordance with their respective terms, (ii) the Existing Documents that are security documents and the liens created and provided for therein, as applicable, secure the obligations of Custom arising under the Credit Documents (as defined in the Credit Agreement) to which Custom is a party, and (iii) the Existing Documents and the rights and remedies of the applicable counterparties thereto, the obligations of Custom thereunder, and the liens created and provided for, as applicable, in each Existing Document remain in full force and effect.
2. Custom acknowledges and agrees that, subject to what is stated in Section 5 below, this Agreement is not intended to amend or modify the terms of the Existing Documents, but only to clarify the intentions of the parties with respect to the scope thereof.
3. Custom represents and warrants that each of the Existing Documents remains in full force and effect, unamended (subject to the amendments effected by Section 5 herein) as of the date hereof and that it is Custom's intention that each of the Existing Documents continues to be a legal, valid and binding obligation of Custom, enforceable against Custom in accordance with its terms; and Custom has no knowledge that any person has taken any step to challenge such legality, validity, binding effect or enforceability of such Existing Documents.
4. Custom covenants and agrees that it shall at its own expense from time to time do, execute and deliver, or cause to be done, executed and delivered all such further assurances, documents, acts, matters and things that may be reasonably requested from time to time by BMO for the purposes of giving effect to this Agreement and the Existing Documents.
5. All references in the Existing Documents to the Original Credit Agreement shall be deemed to refer to the Original Credit Agreement, as amended, restated, amended and restated, extended, supplemented varied, modified, renewed or replaced at any time and from time to time, including pursuant to the Credit Agreement.
6. This Agreement shall be binding upon Custom and its successors and assigns and shall enure to benefit of BMO and its successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Custom has executed this Agreement as of the date and year first written above.

SIERRA CUSTOM FOODS INC.



By: _____
Name: Robert Vanden Broek
Title: President

By: _____
Name: _____
Title: _____

I/we have authority to bind the corporation

SCHEDULE A

1. Security Agreement dated as of September 30, 2013 executed by Custom in favour of BMO;
2. Guarantee of the obligations of EMS dated as of September 30, 2013 executed by Custom in favour of BMO;
3. Amended and Restated Assignment of Insurance dated as of June 30, 2016, executed by EMS, Custom, Chain and Realty in favour of BMO;
4. Acknowledgement and Agreement Regarding Security and Other Documents dated as of June 30, 2016 executed by Custom in favour of BMO; and
5. all other documents, agreements, instruments, confirmations, certificates and reports of whatsoever nature or kind previously delivered by or on behalf of Custom and/or its respective predecessor corporations in favour of BMO under or in connection with the Original Credit Agreement and the Credit Agreement, unless otherwise specifically released in writing by BMO or unless otherwise specifically amended in writing by the relevant parties.

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the 'Bank') dealing with EASTERN MEAT SOLUTIONS INC. (the 'Customer'), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee is unlimited plus interest thereon at a rate of 2.75% per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term 'prime interest rate' means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, ultra vires, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an 'Indemnifiable Circumstance'). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall

continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

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

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a 'business agreement' as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of September 30, 2013

SIERRA CUSTOM FOODS INC.

By: 

Name:

Title:

ROBERT VON DER SPEK
President

By: 

Name:

Title:

I/we have authority to bind the corporation

JAMES KRAL
SECRETARY

TOR01: 5338324: v1

**ACKNOWLEDGEMENT AND AGREEMENT REGARDING
SECURITY AND OTHER DOCUMENTS**

TO: Bank of Montreal

FROM: Sierra Supply Chain Services Inc.

DATE : September 14, 2022

RECITALS:

- A. Eastern Meat Solutions Inc. (“**EMS**”), as borrower, Sierra Custom Foods Inc. (“**Custom**”), Sierra Supply Chain Services Inc. (“**Chain**”) and Sierra Realty Corporation (“**Realty**”, the successor corporation to Sierra Madras Holdings Inc.) (and/or their respective predecessor corporations), as guarantors, and Bank of Montreal (“**BMO**”), as lender, previously entered into a credit agreement dated as of September 30, 2013, as amended, and as further amended and restated pursuant to an amended and restated credit agreement dated as of June 30, 2016, as amended (collectively, the “**Original Credit Agreement**”).
- B. Pursuant to the Original Credit Agreement, Chain provided certain security and other agreements (including acknowledgements) in favour of BMO, with respect to its obligations owing to BMO under and in connection with the Original Credit Agreement, which such security and other agreements are, in part, listed in Schedule “A” to this Agreement (such documents listed in Schedule “A”, collectively, the “**Existing Documents**”).
- C. Pursuant to the discharge and release dated on or about the date hereof (the “**Discharge and Release**”), BMO has agreed to grant the releases and discharges provided for therein with respect to the obligations of Realty under and in connection with the Original Credit Agreement, subject to and on the terms and conditions set out in the Discharge and Release.
- D. EMS, Custom, Chain and BMO wish to make amendments to, and restate the terms of, the Original Credit Agreement in its entirety in order to, among other things, extend credit and/or continue to extend credit, as applicable, and make certain other financial accommodations available to EMS.
- E. It is a condition precedent to entering into a second amended and restated credit agreement dated on or about the date hereof (as the same may be further amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Credit Agreement**”) among EMS, Custom, Chain and BMO, that Chain execute and deliver this agreement (as the same may be amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Agreement**”) to and in favour of BMO.


NOW THEREFORE, in consideration of BMO entering into the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Chain acknowledges and agrees that (i) the Existing Documents are, subject to what is stated herein, in all respects hereby ratified and confirmed and all such Existing Documents remain in full force and effect in accordance with their respective terms, (ii) the Existing Documents that are security documents and the liens created and provided for therein, as applicable, secure the obligations of Chain arising under the Credit Documents (as defined in the Credit Agreement) to which Chain is a party, and (iii) the Existing Documents and the rights and remedies of the applicable counterparties thereto, the obligations of Chain thereunder, and the liens created and provided for, as applicable, in each Existing Document remain in full force and effect.
2. Chain acknowledges and agrees that, subject to what is stated in Section 5 below, this Agreement is not intended to amend or modify the terms of the Existing Documents, but only to clarify the intentions of the parties with respect to the scope thereof.
3. Chain represents and warrants that each of the Existing Documents remains in full force and effect, unamended (subject to the amendments effected by Section 5 herein) as of the date hereof and that it is Chain's intention that each of the Existing Documents continues to be a legal, valid and binding obligation of Chain, enforceable against Chain in accordance with its terms; and Chain has no knowledge that any person has taken any step to challenge such legality, validity, binding effect or enforceability of such Existing Documents.
4. Chain covenants and agrees that it shall at its own expense from time to time do, execute and deliver, or cause to be done, executed and delivered all such further assurances, documents, acts, matters and things that may be reasonably requested from time to time by BMO for the purposes of giving effect to this Agreement and the Existing Documents.
5. All references in the Existing Documents to the Original Credit Agreement shall be deemed to refer to the Original Credit Agreement, as amended, restated, amended and restated, extended, supplemented varied, modified, renewed or replaced at any time and from time to time, including pursuant to the Credit Agreement.
6. This Agreement shall be binding upon Chain and its successors and assigns and shall enure to benefit of BMO and its successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Chain has executed this Agreement as of the date and year first written above.

SIERRA SUPPLY CHAIN SERVICES INC.

By: 
Name: Robert Vanden Broek
Title: President

By: _____
Name: _____
Title: _____

I/we have authority to bind the corporation

SCHEDULE A

1. Security Agreement dated as of September 30, 2013 executed by Chain in favour of BMO;
2. Guarantee of the obligations of EMS dated as of September 30, 2013 executed by Chain in favour of BMO;
3. Amended and Restated Assignment of Insurance dated as of June 30, 2016, executed by EMS, Custom, Chain and Realty in favour of BMO;
4. Guarantee of the obligations of Custom dated as of June 30, 2016 executed by Chain in favour of BMO;
5. Acknowledgement and Agreement Regarding Security and Other Documents dated as of June 30, 2016 executed by Chain in favour of BMO; and
6. all other documents, agreements, instruments, confirmations, certificates and reports of whatsoever nature or kind previously delivered by or on behalf of Chain and/or its respective predecessor corporations in favour of BMO under or in connection with the Original Credit Agreement and the Credit Agreement, unless otherwise specifically released in writing by BMO or unless otherwise specifically amended in writing by the relevant parties.

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the 'Bank') dealing with EASTERN MEAT SOLUTIONS INC. (the 'Customer'), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee is unlimited plus interest thereon at a rate of 2.75% per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term 'prime interest rate' means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, ultra vires, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an 'Indemnifiable Circumstance'). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall

continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

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

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a 'business agreement' as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of September 30, 2013

SIERRA SUPPLY CHAIN SERVICES INC.

By: 

Name: ROBERT VANGOU

Title: PRESIDENT

By: 

Name: JAMES KRAU

Title: SECRETARY

I/we have authority to bind the corporation

TOR01: 5338329: v1

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the 'Bank') dealing with SIERRA CUSTOM FOODS INC. (the 'Customer'), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee is unlimited plus interest thereon at a rate of 2.75% per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term 'prime interest rate' means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, ultra vires, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an 'Indemnifiable Circumstance'). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall

continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

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

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a 'business agreement' as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of June 30, 2016

SIERRA SUPPLY CHAIN SERVICES INC.

By: 
Name: Richard Michael Laferriere
Title: Chief Financial Officer & Treasurer

By: 
Name: Mark Ishay
Title: President

I/we have authority to bind the corporation

TOR01: 6306277: v2

**ACKNOWLEDGEMENT AND AGREEMENT REGARDING
SECURITY AND OTHER DOCUMENTS**

TO: Bank of Montreal

FROM: Eastern Meat Solutions Inc.

DATE: September 14, 2022

RECITALS:

- A. Eastern Meat Solutions Inc. (“**EMS**”), as borrower, Sierra Custom Foods Inc. (“**Custom**”), Sierra Supply Chain Services Inc. (“**Chain**”) and Sierra Realty Corporation (“**Realty**”, the successor corporation to Sierra Madras Holdings Inc.) (and/or their respective predecessor corporations), as guarantors, and Bank of Montreal (“**BMO**”), as lender, previously entered into a credit agreement dated as of September 30, 2013, as amended, and as further amended and restated pursuant to an amended and restated credit agreement dated as of June 30, 2016, as amended (collectively, the “**Original Credit Agreement**”).
- B. Pursuant to the Original Credit Agreement, EMS provided certain security and other agreements (including acknowledgements) in favour of BMO, with respect to its obligations owing to BMO under and in connection with the Original Credit Agreement, which such security and other agreements are, in part, listed in Schedule “A” to this Agreement (such documents listed in Schedule “A”, collectively, the “**Existing Documents**”).
- C. Pursuant to the discharge and release dated on or about the date hereof (the “**Discharge and Release**”), BMO has agreed to grant the releases and discharges provided for therein with respect to the obligations of Realty under and in connection with the Original Credit Agreement, subject to and on the terms and conditions set out in the Discharge and Release.
- D. EMS, Custom, Chain and BMO wish to make amendments to, and restate the terms of, the Original Credit Agreement in its entirety in order to, among other things, extend credit and/or continue to extend credit, as applicable, and make certain other financial accommodations available to EMS.
- E. It is a condition precedent to entering into a second amended and restated credit agreement dated on or about the date hereof (as the same may be further amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Credit Agreement**”) among EMS, Custom, Chain and BMO, that EMS execute and deliver this agreement (as the same may be amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Agreement**”) to and in favour of BMO.

NOW THEREFORE, in consideration of BMO entering into the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. EMS acknowledges and agrees that (i) the Existing Documents are, subject to what is stated herein, in all respects hereby ratified and confirmed and all such Existing Documents remain in full force and effect in accordance with their respective terms, (ii) the Existing Documents that are security documents and the liens created and provided for therein, as applicable, secure the obligations of EMS arising under the Credit Documents (as defined in the Credit Agreement) to which EMS is a party, and (iii) the Existing Documents and the rights and remedies of the applicable counterparties thereto, the obligations of EMS thereunder, and the liens created and provided for, as applicable, in each Existing Document remain in full force and effect.
2. EMS acknowledges and agrees that, subject to what is stated in Section 5 below, this Agreement is not intended to amend or modify the terms of the Existing Documents, but only to clarify the intentions of the parties with respect to the scope thereof.
3. EMS represents and warrants that each of the Existing Documents remains in full force and effect, unamended (subject to the amendments effected by Section 5 herein) as of the date hereof and that it is EMS's intention that each of the Existing Documents continues to be a legal, valid and binding obligation of EMS, enforceable against EMS in accordance with its terms; and EMS has no knowledge that any person has taken any step to challenge such legality, validity, binding effect or enforceability of such Existing Documents.
4. EMS covenants and agrees that it shall at its own expense from time to time do, execute and deliver, or cause to be done, executed and delivered all such further assurances, documents, acts, matters and things that may be reasonably requested from time to time by BMO for the purposes of giving effect to this Agreement and the Existing Documents.
5. All references in the Existing Documents to the Original Credit Agreement shall be deemed to refer to the Original Credit Agreement, as amended, restated, amended and restated, extended, supplemented varied, modified, renewed or replaced at any time and from time to time, including pursuant to the Credit Agreement.
6. This Agreement shall be binding upon EMS and its successors and assigns and shall enure to benefit of BMO and its successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

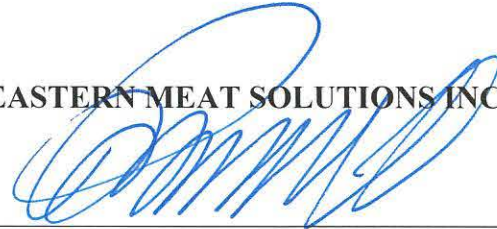
IN WITNESS WHEREOF EMS has executed this Agreement as of the date and year first written above.

EASTERN MEAT SOLUTIONS INC.

By:

Name:

Title:



Robert Vanden Broek

President

By:

Name:

Title:

I/we have authority to bind the corporation

SCHEDULE A

1. Security Agreement dated as of September 30, 2013 executed by EMS in favour of BMO;
2. Section 427 Bank Act security consisting of (i) Notice of Registration Under Section 427 of the Bank Act dated September 23, 2013; (ii) Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts for Security Under Section 427 of the Bank Act dated September 30, 2013; (iii) Security Under Section 427 of the Bank Act dated September 30, 2013; and (iv) Agreement as to Loans and Advances and Security Therefor dated September 30, 2013;
3. Movable Hypothec dated as of September 30, 2013 executed by EMS in favour of BMO;
4. Hypothecation of Negotiable Collateral for all Loans dated as of September 30, 2013 executed by EMS in favour of BMO, together with relevant stock powers of attorney;
5. Guarantee of the obligations of Madras dated as of September 30, 2013 executed by EMS in favour of BMO;
6. Amended and Restated Assignment of Insurance dated as of June 30, 2016, executed by EMS, Custom, Chain and Realty in favour of BMO;
7. Guarantee of the obligations of Custom dated as of June 30, 2016 executed by EMS in favour of BMO;
8. Acknowledgement and Agreement Regarding Security and Other Documents dated as of June 30, 2016 executed by EMS in favour of BMO; and
9. all other documents, agreements, instruments, confirmations, certificates and reports of whatsoever nature or kind previously delivered by or on behalf of EMS and/or its respective predecessor corporations in favour of BMO under or in connection with the Original Credit Agreement and the Credit Agreement, unless otherwise specifically released in writing by BMO or unless otherwise specifically amended in writing by the relevant parties.

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the 'Bank') dealing with SIERRA CUSTOM FOODS INC. (the 'Customer'), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee is unlimited plus interest thereon at a rate of 2.75% per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term 'prime interest rate' means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, ultra vires, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an 'Indemnifiable Circumstance'). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall

continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

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

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a 'business agreement' as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of June 30, 2016

EASTERN MEAT SOLUTIONS INC.

By: 
Name: Richard Laferriere
Title: Chief Financial Officer & Treasurer

By: 
Name: Mark Ishoy
Title: President

I/we have authority to bind the corporation

TOR01: 6306259: v2

This is Exhibit "O" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

**ACKNOWLEDGEMENT AND AGREEMENT REGARDING
SECURITY AND OTHER DOCUMENTS**

TO: Bank of Montreal

FROM: Eastern Meat Solutions Inc.

DATE: September 14, 2022

RECITALS:

- A. Eastern Meat Solutions Inc. ("**EMS**"), as borrower, Sierra Custom Foods Inc. ("**Custom**"), Sierra Supply Chain Services Inc. ("**Chain**") and Sierra Realty Corporation ("**Realty**", the successor corporation to Sierra Madras Holdings Inc.) (and/or their respective predecessor corporations), as guarantors, and Bank of Montreal ("**BMO**"), as lender, previously entered into a credit agreement dated as of September 30, 2013, as amended, and as further amended and restated pursuant to an amended and restated credit agreement dated as of June 30, 2016, as amended (collectively, the "**Original Credit Agreement**").
- B. Pursuant to the Original Credit Agreement, EMS provided certain security and other agreements (including acknowledgements) in favour of BMO, with respect to its obligations owing to BMO under and in connection with the Original Credit Agreement, which such security and other agreements are, in part, listed in Schedule "A" to this Agreement (such documents listed in Schedule "A", collectively, the "**Existing Documents**").
- C. Pursuant to the discharge and release dated on or about the date hereof (the "**Discharge and Release**"), BMO has agreed to grant the releases and discharges provided for therein with respect to the obligations of Realty under and in connection with the Original Credit Agreement, subject to and on the terms and conditions set out in the Discharge and Release.
- D. EMS, Custom, Chain and BMO wish to make amendments to, and restate the terms of, the Original Credit Agreement in its entirety in order to, among other things, extend credit and/or continue to extend credit, as applicable, and make certain other financial accommodations available to EMS.
- E. It is a condition precedent to entering into a second amended and restated credit agreement dated on or about the date hereof (as the same may be further amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the "**Credit Agreement**") among EMS, Custom, Chain and BMO, that EMS execute and deliver this agreement (as the same may be amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the "**Agreement**") to and in favour of BMO.

NOW THEREFORE, in consideration of BMO entering into the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. EMS acknowledges and agrees that (i) the Existing Documents are, subject to what is stated herein, in all respects hereby ratified and confirmed and all such Existing Documents remain in full force and effect in accordance with their respective terms, (ii) the Existing Documents that are security documents and the liens created and provided for therein, as applicable, secure the obligations of EMS arising under the Credit Documents (as defined in the Credit Agreement) to which EMS is a party, and (iii) the Existing Documents and the rights and remedies of the applicable counterparties thereto, the obligations of EMS thereunder, and the liens created and provided for, as applicable, in each Existing Document remain in full force and effect.
2. EMS acknowledges and agrees that, subject to what is stated in Section 5 below, this Agreement is not intended to amend or modify the terms of the Existing Documents, but only to clarify the intentions of the parties with respect to the scope thereof.
3. EMS represents and warrants that each of the Existing Documents remains in full force and effect, unamended (subject to the amendments effected by Section 5 herein) as of the date hereof and that it is EMS's intention that each of the Existing Documents continues to be a legal, valid and binding obligation of EMS, enforceable against EMS in accordance with its terms; and EMS has no knowledge that any person has taken any step to challenge such legality, validity, binding effect or enforceability of such Existing Documents.
4. EMS covenants and agrees that it shall at its own expense from time to time do, execute and deliver, or cause to be done, executed and delivered all such further assurances, documents, acts, matters and things that may be reasonably requested from time to time by BMO for the purposes of giving effect to this Agreement and the Existing Documents.
5. All references in the Existing Documents to the Original Credit Agreement shall be deemed to refer to the Original Credit Agreement, as amended, restated, amended and restated, extended, supplemented varied, modified, renewed or replaced at any time and from time to time, including pursuant to the Credit Agreement.
6. This Agreement shall be binding upon EMS and its successors and assigns and shall enure to benefit of BMO and its successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

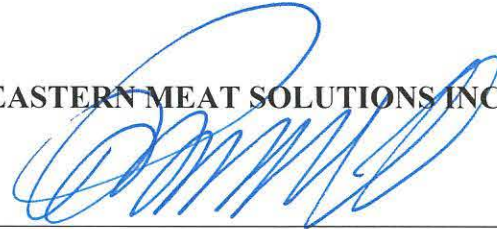
IN WITNESS WHEREOF EMS has executed this Agreement as of the date and year first written above.

EASTERN MEAT SOLUTIONS INC.

By:

Name:

Title:



Robert Vanden Broek

President

By:

Name:

Title:

I/we have authority to bind the corporation

SCHEDULE A

1. Security Agreement dated as of September 30, 2013 executed by EMS in favour of BMO;
2. Section 427 Bank Act security consisting of (i) Notice of Registration Under Section 427 of the Bank Act dated September 23, 2013; (ii) Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts for Security Under Section 427 of the Bank Act dated September 30, 2013; (iii) Security Under Section 427 of the Bank Act dated September 30, 2013; and (iv) Agreement as to Loans and Advances and Security Therefor dated September 30, 2013;
3. Movable Hypothec dated as of September 30, 2013 executed by EMS in favour of BMO;
4. Hypothecation of Negotiable Collateral for all Loans dated as of September 30, 2013 executed by EMS in favour of BMO, together with relevant stock powers of attorney;
5. Guarantee of the obligations of Madras dated as of September 30, 2013 executed by EMS in favour of BMO;
6. Amended and Restated Assignment of Insurance dated as of June 30, 2016, executed by EMS, Custom, Chain and Realty in favour of BMO;
7. Guarantee of the obligations of Custom dated as of June 30, 2016 executed by EMS in favour of BMO;
8. Acknowledgement and Agreement Regarding Security and Other Documents dated as of June 30, 2016 executed by EMS in favour of BMO; and
9. all other documents, agreements, instruments, confirmations, certificates and reports of whatsoever nature or kind previously delivered by or on behalf of EMS and/or its respective predecessor corporations in favour of BMO under or in connection with the Original Credit Agreement and the Credit Agreement, unless otherwise specifically released in writing by BMO or unless otherwise specifically amended in writing by the relevant parties.

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the locations set out in Schedule "A" hereto:
2. The Debtor hereby:
 - (a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto;
 - (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above;
 - (d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom; and
 - (e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the

"Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in Schedule "A" hereto but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situate or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligation of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such

companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
- (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;
- (e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In

exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitors fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

19. This Security Agreement is a security agreement within the meaning of the *Personal Property Security Act* (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

20. The Debtor Acknowledges receipt of a copy of this agreement.

21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation, resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

22. In the event of any conflict or inconsistency between the provisions of this Security Agreement and the provisions of the credit agreement dated as of September 30, 2013 among Eastern Meat Solutions Inc., as borrower, certain affiliates of Eastern Meat Solutions Inc., as guarantors, and the Bank, as lender, as the same may be amended, varied, supplemented, restated, amended and restated, renewed or replaced at any time and from time to time (the "Credit Agreement") then, notwithstanding anything contained in this Security Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Security Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency.

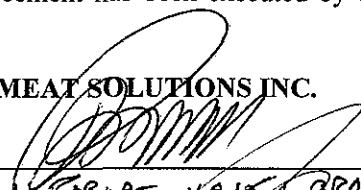
IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 30 day of September, 2013.

EASTERN MEAT SOLUTIONS INC.

By: _____

Name: _____

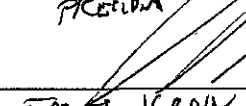
Title: _____


ROBERT VAN DER BROEK
PRESIDENT

By: _____

Name: _____

Title: _____


JAMES CRAHAN
SECRETARY

I/We have authority to bind the corporation

SCHEDULE "A"

ASSET LOCATIONS

Name	Address	City	Province/State	Postal/ZIP Code	Country
A.A.D.F. Warehouse Inc.	1230 Aspen N.W.	Albuquerque	NM		US
Allentown Refrigerated	125 Seneca Trail	Boyertown	PA		US
Americold Logistics - Fort Dod	3543 Maple Drive	Fort Dodge	IA	50501-6422	US
Americold Logistics - Iowa	6875 State Street	Bettendorf	IA		US
Americold Storage Portland	165 Read Street	Portland	ME	4103	US
Americold Logistics	2300 E. Rice Street	Sioux Falls	SD	57103	US
Americold Logistics-Gadsden AL	215 E. Air Depot Road	Gadsden	AL	35905	US
Americold Freezer-Fort SmithAR	1634 Midland Blvd.	Fort Smith	AR		US
Americold Storage - Texarkana	3609 Genoa	Texarkana	AR		US
Americold Logistics-CarthageMO	1331 Civil War Road	Carthage	MO	64836	US
Americold Logistics-AmarilloTX	10300 S.E. 3Rd St.	Amarillo	TX	79120-0220	US
Americold Logistics-Wallula-WA	13983 Dodd Road	Wallula	WA	99363	US
Americold Logistics - Pasco WA	5805 Industrial Way	Pasco	WA	99301	US
A.N. Derringer Inc. (Montana)	First & Griffith Ave	SweetGrass	MT	59484	US
A.N. Derringer Inc. (New York)	178 West Service Rd	Champlain	NY	12919	US
Arnolds Meat Packers	305 Arnold Street	Kitchener	ON	N2H 6G1	CA
Artesian Ice	2700 Stockyards Expressway	St. Joseph	MI		US
Atlantic Coast - Vineland-NJ	2192 North West Blvd.	Vineland	NJ	8362	US
Atlas Cold Storage - Calgary	5555 78 Avenue S.E.	Calgary	AB	T2C 4M4	CA
Atlas Cold Storage-DenverCo	5120 Race Court	Denver	CO	80216-2135	US
Atlas Cold Storage - Hamilton	590 Nash Road	Hamilton	ON	L8E 3M5	CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
Atlas Cold Storage - London	1035 Wilton Grove Rd	London	ON	N6N 1C9	CA
Atlas Cold Storage - Moncton	123 Price Street	Moncton	NB	E1A 3R1	CA
Atlas Cold Storage - Queensway	1377 Queensway Ave	Etobicoke	ON	M8Z 1T1	CA
Atlas Cold Storage-St Laurent	5105 Rue Fisher	St Laurent	QC	H4T 1J8	CA
Atlas Cold Storage - Weston	3691 Weston Road South	Weston	ON	M9L 1W4	CA
Atlas Cold Storage-JeffersonWI	230 Collins Road	Jefferson	WI	53549	US
B.Barks & Sons-PhiladelphiaPA	2550 Rear Grant Avenue	Philadelphia	PA	19114	US
Berniker Enterprises Ltd.	6655 Goreway Drive	Brampton	ON	L4V 1V6	CA
Borden Cold Storage -Kitchener	150 Borden Avenue	Kitchener	ON	N2G 3R5	CA
Borden Cold Storge-352 Maple	352 Maple Avenue	Kitchener	ON	N2H 4X3	CA
Border City USA Inc	8350 St. Aubin	Hamtramck	MI	48212	US
Border City - Windsor	1019 Elliot West	Windsor	ON		CA
Canadian Blast Freezers	80 Carrying Place Road	Trenton	ON	K8V 3E6	CA
Cincinnati Freezer	2881 East Sharon Road	Cincinnati	OH		US
Clauson Cold Storage - Calgary	2423A-2Nd Avenue S.E.	Calgary	AB	T2E 6K1	CA
Cloverleaf C.S.-Columbus	2350 new World Drive	Columbus	OH	43207	US
Cloverleaf C.S.-Sioux City-IA	2800 Cloverleaf Ct.	Sioux City	IA	51111	US
Cloverleaf C.S.-Fairmont-MN	1400 East 8th Street	Fairmont	MN	56031	US
Cloverleaf C.S.-Chillicothe-MO	500 Corporate Drive	Chillicothe	MO	64601	US
Cloverleaf C.S. -Sanford-NC	111 Imperial Drive	Sanford	NC	27330	US
Cloverleaf C.S.-Columbus-OH	2350 New World Drive	Columbus	OH	43207	US
Cloverleaf C.S.-Fairfield-OH	3110 Homeward Way	Fairfield	OH	45014	US
Cloverleaf C.S.-Napoleon-OH	1165 Independence Dr.	Napoleon	OH	43545	US
Conestoga Cold Storage	299 Trillium Drive	Kitchener	ON	N2E 1W9	CA
Conestoga Cold - Mississauga	2660 Meadowpine Blvd.	Mississauga	ON	L4T 3L8	CA
Confederation Freezer-Brampton	250 Summerlea Road	Brampton	ON	L6T 3V6	CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
Confederated Brant	21 York Road	Brantford	On	N3T 6H2	CA
Confederation Freezers	240 Nugget Court	Brampton	ON	L6T 5H4	CA
CONFEDERATION FREEZERS	14 PRECIDIO COURT	BRAMPTON	ON	L6S 6E3	CA
Congebec - Boucherville	130 JA Bombardier	Boucherville	QC	J4B 8N4	CA
CONGEBEC-REXDALE	225 REXDALE BLVD.	TORONTO	ON	M9W 1R 2	CA
Congebec - Montreal	7801 Henri Bourassa Est	Montreal	QC	H1E 1N9	CA
Congebec - Ste-Julie	2050 Bombardier	Ste-Julie	QC	J3E 2J9	CA
Congebec - Ville Vanier	810 Godin	Quebec	QC	G1M 2X9	CA
Courtages Anney Inc.	115 Des Grands Lacs	Saint-Augustin-DeDesmaures	QC	G3A 2T9	CA
CPS Distribution Services	430 N Main Street	Woodstown	NJ	8098	US
Canadian Select Meats	145A Bethridge Road	Etobicoke	ON	M9W 1N4	CA
D.A.F.C Inc	3280 Marconi	Mascouche	QC	J7K 3N6	CA
Dean's Refrigerated Inc.	1600 Donner Ave.	San Francisco	CA	94124	US
Dean's Services	860 81st Avenue	Oakland	CA	94621	US
Delaware Avenue Enterprises	Columbus Blvd at Parker Ave.	Philadelphia	PA		US
Des Moines Cold Storage	800 New York Avenue	Des Moines	IA	50303	US
Eastern - Rangemore	19 Rangemore Road	Etobicoke	ON	M8Z 5H9	CA
Entrepot du Nord - St Francois	1000 Boul Ste. Marie	St Francois De Sales	QC	H0A 1E0	CA
Erie Meats Public Storage	250 Summerlea Road	Brampton	ON	L6T 3V6	CA
Etobicold Storage Limited	10 Shorncliffe Road	Toronto	ON	M9B 3S3	CA
Evercold Storage - Burnaby	8368 Riverbend Court	Burnaby	BC	V3N 5C9	CA
Saskatoon Fresh Pack	1701 - 16th Street West	Saskatoon	SK	S7M 5J5	CA
Frigo Liberte	120 Aime-Vincent	Vaudreuil-Dorion	QC	J7V 5V5	CA
Frigo Mascouche	3280 Rue Marconi	Mascouche	QC	J7K 3N6	CA
Frigora Storage Solutions	5250 J. Armand	St-Hubert	QC	J3Z 1H1	CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
	Bombardier				
Frontier Trading Corp.	P.O. Box 217	Eastport	ID	83826	US
Garden State Freezer	540 Franklinville Road	Mullica Hill	NJ	8062	US
Gress Cold Storage-ScrantonPA	102 Hudson Ave.	Scranton	PA	18504	US
Hanson Logistics - Hartford	61834 Red Arrow Highway East, P.O. Box 98	Hartford	MI	49057	US
Hartford Freezers	241 Park Ave.	East Hartford	CT		US
Hazle Park Storage-HazletonPA	260 Washington Ave.	West Hazleton	PA	18201	US
Transport Guy Hurtubise Inc	19A John-F Kennedy	St. Jerome	QC	J7Y 4B4	CA
I-S515 Berniker Enterprises	6655 Goreway Drive	Brampton	ON	L4V 1V6	CA
I-S525 Border City - Windsor	1019 Elliot West	Windsor	ON		CA
I-S554 Borden Cold Storage	150 Borden Avenue	Kitchener	ON	N2G 3R5	CA
I-265 Border City USA Inc	8350 St. Aubin	Hamtramck	MI	48212	US
I-S234 Clauson Cold Storage	2423A - 2nd Avenue S.E.	Calgary	AB	T2E 6K1	CA
I-S529 Conestoga Cold	2660 Meadowpine Blvd	Mississauga	ON	L4T 3L8	CA
I-S535 Confederation Freezers	240 Nugget Court	Brampton	ON	L6T 5H4	CA
I-S574 Confederation Freezers	250 Summerlea Blvd	Brampton	ON	L6T 3V6	CA
I-S748 Congebec	130, rue J.A. Bombardier	Boucherville	QC	J4B 8N4	CA
I-S788 Congebec	7801 Henri Bourassa Est	Montreal	QC	H1E 1N9	CA
I-S763 Congebec	800 Rue Fernarnd - Du Four	Vanier	QC	G1M 3B1	CA
I-S413 Congebec	1555 Chevrier Blvd.	Winnipeg	MB	R3T 1Y7	CA
I-47 A.N. Derringer inc.	First & Griffiffith Avenue	SweetGrass	MT	59484	US
Dumoulin Transport	4935, Rue Bourg	Saint-Laurent	QC	H4T 1H9	CA
I-S702 Entrepot Du Nord	1000 Boul Ste. Marie	St. Francois De Sales	PQ	H0A 1E0	CA
I-068 Les EntreportsS.A.C. (Deli-Porc Inc.)	1805 BOUL. INDUSTRIEL	Laval	QC	H7S 1P5	CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
I-S524 Etobicoke	10 Shorncliffe Road	Toronto	ON	M9B 3S3	CA
I-S116 Evercold Storage	8368 Riverbend Court	Burnaby	BC	V3N 5C9	CA
I-S305 Fresh Pack Freezer 2010	1701 - 16th Street West	Saskatoon	SK	S7M 5J5	CA
I-094 Frigo Royal (1998) Inc.	3100 Rue Bouthillier	St-Hyacinthe	QC	J2X 2A3	CA
I-253 Frontier Trading Corp.	P.O. Box 217	Eastport	ID	83826	US
I-S540A Imperial Freezers	299 Courtney Park Drive	Mississauga	ON	L5T 2T6	CA
I-S757 International Cold	8155 Trans Canada	St. Laurent	QC	H4S 1S4	CA
I-S515 International Cold	250 Sumerlea Road	Brampton	ON		CA
I-S505 J&L Cold Storage Ltd	Lot 2, Concession 5	Greenock Township	ON	N0G 1K0	CA
I-678 Sierra Custom Food	275 Walker Drive	Brampton	ON	L6T 3W5	CA
I-S550 Mcrae Cold Storage	7420 Bren Road	Mississauga	ON	L4T 1H4	CA
I-S538 MD Food Transporting	19 Automatic Road	Brampton	ON	L6S 4K6	CA
I-S536 Millard Refrigerated	745 Intermodal Drive	Brampton	ON	L6T 5G4	CA
I-184 Montenac Cold Storage	2316 32nd Avenue	Lachine	QC	H8T 3H4	CA
I-225 Multiportions	505 Boul Industriel	St. Jean Sur Richeleiu	QC	J3B 7Z3	CA
I-761 New Food Classics	820-60th Street East	Saskatoon	SK	S7K 8G8	CA
I-154 Norman Jensen	472 South 5th Street	Pembina	ND		US
I-271 A.N. Derringer Inc.	178 West Service Road	Champlain	NY	12919	US
I-422 Piatkowski Meats(United)	3555 Witmer Road	Niagara Falls	NY	14305	US
I-049 Premium Brands Operating also known as Harvest Meats	501 York Road West	Yorkton	SK	S3N 2V6	CA
I-425 Santemp (formerly Metro)	1532 Adelaide	Detroit	MI	48207	US
I-S201 TCS Alberta Inc. Also doing business as Trenton Cold	12425 - 66 Street NW	Edmonton	AB	T5B 1K5	CA
I-207 TC Trading Company	1750 Grant Avenue	Blaine	WA	98230	US
I-S772 Total Cold Storage	10501 Rue Renaude	Anjou	QC	H1J 2T4	CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
	Lapointe				
I-264 U.S. Import Meat Insp.	1st and Loop Road	Sweetgrass	MT	59484	US
I-S110 Versa Cold Storage	31785 Marshall Road	Abbotsford	BC	V2T 5Z8	CA
I-S206 Versa Cold Storage	5555 78 Avenue S.E.	Calgary	AB	T2C 4M4	CA
I-S233 Versa Cold Storage	7405 - 127th Avenue	Edmonton	AB	T5C 1R9	CA
I-S528 Versa Cold Storage	590 Nash Road	Hamilton	ON	L8E 3M5	CA
I-S812 Versa Cold Storage	123 Price Street	Moncton	NB	E1A 3R1	CA
I-S205 Versa Cold Storage	3839 Ogden Road S.E.	Calgary	AB	T2G 4N7	CA
I-S502 Versa Cold Storage	1377 Queensway Avenue	Etobicoke	ON	M8Z 1T1	CA
I-S101 Versa Cold Storage	2115 Commissioner Street	Vancouver	BC	V5L 1A6	CA
I-S420 Versacold Group Service	422 Jarvis Avenue	Winnipeg	MB	R2W 3A6	CA
I-067 Alimentaires Viau Inc.	6625, RUE ERNEST-CORMIER	LAVAL	QC	H7C 2V2	CA
Idacold LLC	6198 Treasure Valley Way	Nampa	ID	83687	US
Imperial Freezer-Courtneypark	299 Courtneypark Drive	Mississauga	ON	L5T 2T6	CA
Imperial Freezers - Torbram	7570 Torbram Road	Mississauga	ON	L4T 3L8	CA
Merchandise Warehouse	1414 South West St.	Indianapolis	IN	46225	US
International Cold-BRAMPTON	250 Summerlea Road, unit 12	Brampton	ON	L6T 3V6	CA
International Cold-St Laurent	8155 Trans Canada	St. Laurent	QC	H4S 1S4	CA
Interstate Cold-Napolean-OH	1 Interstate Drive	Napolean	OH	43545	US
Iowa Cold Storage	612 Adventureland Drive NE.	Altoona	IA	50009	US
J&L Cold Storage Ltd-Greenock	Lot 2, Concession 5	Greenock Township	ON	N0G 1K0	CA
Laval Cold Storage	110, Montée du Moulin	Laval des Rapides	QC	H7N 3Y6	CA
Liberty Freezers	535 Sovereign Road	London	ON	N5V 5H4	CA
Logipro	9001 Rue de Parours	Anjou	QC		CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
Magellan	6211 E 42nd Avenue	Denver	CO	80216	US
Mcrae Cold Storage-Brampton	225 Orenda Road	Brampton	ON	L6T 1E6	CA
MD Food Transporting Limited	19 Automatic Road	Brampton	ON	L6S 4K6	CA
Medina Cold Storage-Buffalo-NY	106 North Avenue	Buffalo	NY	14103	US
Midwest Ref. - Milwaukee	11225 West County Line Road	Milwaukee	WI	53224	US
Millard Refrigerated-Brampton	745 Intermodal Drive	Brampton	ON	L6T 5G4	CA
Millard Refrigerated Services	2901 1st Ave.	Greeley	CO	80631	US
Millard Refrig.-Des Moines-IA	1650 East Madison	Des Moines	IA	50313	US
Millard Refrigerated Services	2523 Edward Babe Gomez Ave.	Omaha	NB	US	US
Millard Refrig-Grand Island-NE	205 East Roberts Dr.	Grand Island	NE	68803	US
Millard Refrigerated - Ottamwa	8 K. Avenue	Ottamwa	IA	US	US
Millard Refrig.-Friona-TX	900 Millard Ave	Friona	TX	79035	US
Millard Refrig. - Iowa City	2710 Hwy #6 East	Iowa City	IA	US	US
Milwaukee Logistic Center	11400 West Burleigh Street	Milwaukee	WI	53222	US
Montenac International	2316 32nd Avenue	Lachine	QC	H8T 3H4	CA
Multi-Portions Inc	505 Boul Industriel	St-Jean-Sur-Richelieu	QC	J3B 7Z3	CA
Napolean, OH			OH		US
Newport Cold Storage	2233 Maxwell Ave.	Newport	MN	55055	US
Noram Cold Storage-LeMars-6th	801 6th Street SW	Le Mars	IA	51031	US
Noram Cold Storage-LeMars-IA	155 Noram Drive	Le Mars	IA	51031	US
Noram Cold Storage-Schyuler-NE	481 Country Road #9	Schyuler	NE	68661	US
Noram Cold Storage-LeMars-21st	1555 21st Street S.W.	Le Mars	IA	51031	US
Norman Jensen	427 South 5th Street	Pembina	ND		US
Nova Cold Storage-Dartmouth	65 Thornhill Drive	Dartmouth	NS	B3B 1R9	CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
Ontario Refrigerated Services	450 Thomas Street, R.R. #4	Ingersoll	ON	NSC 3J7	CA
Orion Cold Storage-DartmouthNS	43 Orion Court, Woodside Industrial Park	Dartmouth	NS	B2Y 4W6	CA
Orviande Inc.	11151 Mirabeau	Anjou	QC	H1J 2S2	CA
Piatkowski Meats (United)	3555 Witmer Road	Niagara Falls	NY	14305	US
Pioneer Cold Storage	149 Plainfield Street	Chicopee	MA	US	US
Preferred Freezer Boston	1 Commercial Street, Sharon Commerce, Rt. 1 North	Sharon	MA	2067	US
Preferred Freezer Services	2700 Trade Street	Chesapeake	VA	23323	US
Preferred Freezer Services	900 East M Street	Wilmington	CA	90744	US
Preferred Freezer Services	1780 West Beaver Street	Jacksonville	FL	32209	US
Preferred Freezer Houston	10060 Porter Rd	Laporte	TX	77571	US
Preferred Freezer Chicago	4500 West Ann Lurie Place	Chicago	IL	60632	US
Preferred Freezer Philadelphia	3101 S 3rd St	Philadelphia	PA	19148	US
Preferred Freezer Services	10060 Porter Road	La Porte	TX	77571	US
Professional Freezing	4330 W. 44th Street	Chicago	IL	60632	US
Quality Refrigerated	225 W 21st Street	Spencer	IA	US	US
Quality Refrigerated-Omaha-NE	3301 G Street	Omaha	NE	68107	US
RLS Logistic - Newfield, NJ	2179 Main Road	Newfield	NJ	8344	US
RLS Cold - Pittston PA	1075 Oak Street	Pittston	PA	18640	US
RLS Logistics - Vineland NJ	2260 Industrial Way	Vineland	NJ	8360	US
Santemp (Formerly Metro)	1532 Adelaide	Detroit	MI	48207	US
Seafreeze Cold Storage	206 S.W. Michigan Street, PO Box 24978	Seattle	WA	98124	US
Shamrock Cold Storage	745 Intermodal Drive	Brampton	ON	L6T 5W2	CA
Sierra Custom Foods	275 Walker Drive	Brampton	ON	L6T 3W5	CA
Sno Temp Cold-Albany-OR	3815 Marion Street	Albany	OR	97321	US

Name	Address	City	Province/State	Postal/ZIP Code	Country
Summit Cold Storage Inc.	5450 South Center Avenue	Summit	IL	60501	US
Sunterra Meats	4312-51 Street	Innisfail	AB	T4G 1A3	CA
TAS Refrigerated Distribution	4060 78 Ave SE	Calgary	AB	T2C 2L8	CA
Tas Refrigerated	18 Abacus Road	Brampton	Ontario	L6T 5B7	CA
TC Trading Company	1750 Grant Ave	Blaine	WA	98230	US
Tender Choice Foods Inc	4480 Paletta Court	Burlington	ON	L7L 5R2	CA
TGV Distribution	565, rue Fernand-Poitras	Terrebonne	QC	J6Y1Y5	CA
TLC Cold Storage - MilwaukeeWI	11400 Burleight Street	Milwaukee	WI		US
Total Cold Storage-Anjou	10501 Renaude Lapointe	Anjou	QC	H1J 2T4	CA
Trenton Cold Storage	12425 - 66 Street NW	Edmonton	AB	T5B 1K5	CA
Transcontinental-Sioux City-IA	3939 South Lewis	Sioux City	IA	51106	US
Transcontinental-Joslin-IL	Hwy #92	Joslin	IL	61257	US
Transcontinental-Emporia-KS	2601 West 6th Avenue	Emporia	KS	66801	US
Transcontinental-Holcomb-KS	West Hwy 50	Holcomb	KS	67851	US
Transcontinental-Lexington-KY	1500 Plum Creek Parkway	Lexington	KY		US
Transcontinental-Omaha-NE	13030 Renfro Circle	Omaha	NE	68137	US
Transcontinental-Amarillo-TX	Fm 1912 @ Hwy 60 E	Amarillo	TX	79187	US
Universal Cold Storage	1601 Pioneers Blvd.	Lincoln	NB	US	US
Uni Viandes Storage-St Jean	505 Boul Industriel	St. Jean Sur Richelieu	QC		CA
United States Cold Storage	2525 E. North Ave	Fresno	CA	93725	US
United States Cold Storage	4302 South 30th Street	Omaha	NB	US	US
United States Cold Storage	5150 Pulaski Street	Dallas	TX		US
United States Cold Storage	780 Pleasant Valley Road	Harrisonburg	VA	22801	US
United States Cold Storage	1102 North Park Drive	Hazleton	PA	18202	US
Versa Cold Edmonton - 20th St	9002 20th Street	Edmonton	AB	T6P 1K8	CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
Versa Cold-Brandon-Calgary	3925 Brandon St. S.E.	Calgary	AB	T2G 4A7	CA
Versa Cold Storage - Vernon	3420 E. Vernon	Vernon	CA		CA
Versa Cold-La Porte-TX	502 N. Broadway	La Porte	TX	77571	US
Versa Cold Storage	7405-127th Avenue	Edmonton	AB	T5C 1R9	CA
Versa Cold-Great Plain-Calgary	5600-76TH Avenue S.E.	Calgary	AB	T2C 4N4	CA
Versa Cold-Harbour-Vancouver	2115 Commissioner St.	Vancouver	BC	V5L 1A6	CA
Versa Cold Storage - Houston	16110 E. Hardy Rd	Houston	TX	US	US
Versa Cold Storage	422 Jarvis Avenue	Winnipeg	MB	R2W 3A6	CA
Versa Cold Storage - Laporte	502 North Broadway	Laporte	TX	US	US
Versa Cold-Lethbridge	585 41St Street North	Lethbridge	AB	T1H 6X9	CA
Versacold Northlands	12536 - 62 Street	Edmonton	AB	T5C 1R9	CA
Versa Cold-Ogden-Calgary	3839 Ogden Road S.E.	Calgary	AB	T2G 4N7	CA
Versa Cold Storage Steeles	4545 Steeles Ave. W	North York	ON	M9L 1X2	CA
Versa Cold-Valley-Abbotsford	31785 Marshall Road	Abbotsford	BC	V2T 5Z8	CA
Versa Cold Logistics	107 Walker Drive	Brampton	ON	L6T 5K5	CA
Versa Cold - Winnipeg	200 Dawson Rd.	Winnipeg	MB	R2J 037	CA
WASHINGTON COLD STORAGE INC	621 RAILROAD AVENUE	NORTH KENT	WA	98032	US
Westco Multi-Temp Distribution	5500 - 72nd Avenue S.E.	Calgary	AB	T2C 4X5	CA
Westco Multi-Temp Distribution	810 60th Street East	Saskatoon	SK	S7K 8G8	CA
York Cold Storage	12th Commerce & Division	York	NB	US	US
Cardinal Meat Specialists	3160 Caravelle Drive	Mississauga	ON	L4V 1K9	CA
Erie Meat Products	3180 Wharton Way	Mississauga	ON	L4X 2C1	CA
Zero Mountain Incorporated	6403 South Ball Street	Johnson	AR	72741	US

TOR01: 5285158: v2

BMO Bank of Montreal
100 King Street West, 11th Floor, Toronto, Ontario
M5X 1A1

00022 - 001
Transit

Notice of Intention

To Whom It May Concern:

Eastern Meat Solutions Inc.
19 Rangemore Road
Etobicoke, Ontario
M8Z 5H9

Hereby gives notice that it is its intention to give security under Sec. 427 of the Bank Act to the Bank of Montreal.

Dated at Toronto, Ontario, as of the 23rd day of September, 2013.

EASTERN MEAT SOLUTIONS INC.

By:

Name:

Title:

By:

Name:

Title:

I/we have authority to bind the corporation

01287279
NOTICE RECEIVED / PRÉAVIS REÇU
09, 24, 2013, 10:50 AM
mm dd yyyy time
PDT

D+H LIMITED PARTNERSHIP

Authorized Section 427 Bank Act
Registrar for Bank of Canada

Bureau d'enregistrement autorisé de la
Banque du Canada conformément à
l'article 427 de la Loi sur les banques.

PROVINCE OF ONTARIO

Pour / For Registrar 

Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under Section 427 of the Bank Act.

To the

BANK OF MONTREAL:

The Bank is hereby requested by the undersigned to grant and continue certain credit facilities (whether by loans, the acceptance of our bills of exchange, or otherwise) and to make loans or advances to the undersigned thereunder on the security of all property of the kind(s) hereinafter described of which the undersigned is now or may thereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit

See Schedule A Attached

and/or on the security of warehouse receipts and/or bills of lading covering such property.

And the undersigned promise(s) and agree(s) to give the Bank security for all loans and advances by the Bank to the undersigned pursuant to this application for credit and promise to give security and any application(s) for credit and promise(s) to give security supplemental hereto, by way of assignment under Section 427 of the Bank Act covering all the property aforesaid which is now or may hereafter be in the place or places hereinafter designated, to wit

See Schedule B Attached

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

The undersigned promise(s) and agree(s) to give the Bank from time to time and as often as requested by the Bank warehouse receipts and/or bills of lading covering all the property aforesaid or any part thereof which is now or may hereafter be covered by warehouse receipts or bills of lading, as security for all the said loans and advances.

And the undersigned will pay the Bank all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the undersigned or in attempting so to do.

The undersigned hereby appoint(s) the person for the time being acting as manager of the above-mentioned branch of the Bank the attorney of the undersigned, on behalf of the undersigned to give from time to time to the Bank any and all security mentioned above and to sign or endorse and deliver any and all instruments and documents in connection therewith.

The Bank may from time to time take from the undersigned notes representing the said loans and advances or any part thereof; and any notes so taken shall not extinguish or pay the indebtedness created by such loans and advances but shall represent the same only.


No security acquired by the Bank shall be merged in any subsequent security or be taken to be substituted for any security previously acquired.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the undersigned hereby irrevocably submits and attorns to the jurisdiction of the courts of the Province of Ontario for purposes of this agreement.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED at the City of Toronto, Province of Ontario the 30th day of September, 2013.

EASTERN MEAT SOLUTIONS INC.

By: 
Name: ROBERT VANDEN BROEK
Title: PRESIDENT

By: 
Name: JAMES KRAW
Title: SECRETARY

I/we have authority to bind the corporation

TOR01: 5263613: v2

SCHEDULE A

All goods, wares and merchandise, manufactured or otherwise, of which the undersigned is now or may hereafter become a wholesale or retail purchaser or shipper or in which the undersigned is now or may hereafter become a dealer, and all goods, wares and merchandise manufactured or produced by the undersigned or procured for such manufacture or production and all goods, wares and merchandise used or produced in or procured for the packing of goods, wares and merchandise so manufactured or produced.

SCHEDULE B

LOCATIONS

Name	Address	City	Province/State	Postal/ZIP Code	Country
A.A.D.F. Warehouse Inc.	1230 Aspen N.W.	Albuquerque	NM		US
Allentown Refrigerated	125 Seneca Trail	Boyertown	PA		US
Americold Logistits - Fort Dod	3543 Maple Drive	Fort Dodge	IA	50501-6422	US
Americold Logistics - Iowa	6875 State Street	Bettendorf	IA		US
Americold Storage Portland	165 Read Street	Portland	ME	4103	US
Americold Logistics	2300 E. Rice Street	Sioux Falls	SD	57103	US
Americold Logistics-Gadsden AL	215 E. Air Depot Road	Gadsden	AL	35905	US
Americold Freezer-Fort SmithAR	1634 Midland Blvd.	Fort Smith	AR		US
Americold Storage - Texarkana	3609 Genoa	Texarkana	AR		US
Americold Logistics-CarthageMO	1331 Civil War Road	Carthage	MO	64836	US
Americold Logistics-AmarilloTX	10300 S.E. 3Rd St.	Amarillo	TX	79120-0220	US
Americold Logistics-Wallula-WA	13983 Dodd Road	Wallula	WA	99363	US
Americold Logistics - Pasco WA	5805 Industrial Way	Pasco	WA	99301	US
A.N. Derringer Inc. (Montana)	First & Griffith Ave	SweetGrass	MT	59484	US
A.N. Derringer Inc. (New York)	178 West Service Rd	Champlain	NY	12919	US
Arnolds Meat Packers	305 Arnold Street	Kitchener	ON	N2H 6G1	CA
Artesian Ice	2700 Stockyards Expressway	St. Joseph	MI		US
Atlantic Coast - Vineland-NJ	2192 North West Blvd.	Vineland	NJ	8362	US
Atlas Cold Storage - Calgary	5555 78 Avenue S.E.	Calgary	AB	T2C 4M4	CA
Atlas Cold Storage-DenverCo	5120 Race Court	Denver	CO	80216-2135	US
Atlas Cold Storage - Hamilton	590 Nash Road	Hamilton	ON	L8E 3M5	CA
Atlas Cold Storage - London	1035 Wilton Grove Rd	London	ON	N6N 1C9	CA
Atlas Cold Storage - Moncton	123 Price Street	Moncton	NB	E1A 3R1	CA
Atlas Cold Storage - Queensway	1377 Queensway Ave	Etobicoke	ON	M8Z 1T1	CA
Atlas Cold Storage-St Laurent	5105 Rue Fisher	St Laurent	QC	H4T 1J8	CA
Atlas Cold Storage - Weston	3691 Weston Road South	Weston	ON	M9L 1W4	CA
Atlas Cold Storage-JeffersonWI	230 Collins Road	Jefferson	WI	53549	US
B.Barks & Sons-PhiladephiaPA	2550 Rear Grant Avenue	Philadelphia	PA	19114	US
Berniker Enterprises Ltd.	6655 Goreway Drive	Brampton	ON	L4V 1V6	CA
Borden Cold Storage -Kitchener	150 Borden Avenue	Kitchener	ON	N2G 3R5	CA
Borden Cold Storge-352 Maple	352 Maple Avenue	Kitchener	ON	N2H 4X3	CA
Border City USA Inc	8350 St. Aubin	Hamtramck	MI	48212	US
Border City - Windsor	1019 Elliot West	Windsor	ON		CA
Canadian Blast Freezers	80 Carrying Place Road	Trenton	ON	K8V 3E6	CA
Cincinnati Freezer	2881 East Sharon Road	Cincinnati	OH		US
Clauson Cold Storage - Calgary	2423A-2Nd Avenue S.E.	Calgary	AB	T2E 6K1	CA
Cloverleaf C.S.-Columbus	2350 new World Drive	Columbus	OH	43207	US
Cloverleaf C.S.-Sioux City-IA	2800 Cloverleaf Ct.	Sioux City	IA	51111	US
Cloverleaf C.S.-Fairmont-MN	1400 East 8th Street	Fairmont	MN	56031	US
Cloverleaf C.S.-Chillicothe-MO	500 Corporate Drive	Chillicothe	MO	64601	US
Cloverleaf C.S. -Sanford-NC	111 Imperial Drive	Sanford	NC	27330	US
Cloverleaf C.S.-Columbus-OH	2350 New World Drive	Columbus	OH	43207	US
Cloverleaf C.S.-Fairfield-OH	3110 Homeward Way	Fairfield	OH	45014	US
Cloverleaf C.S.-Napoleon-OH	1165 Independence Dr.	Napoleon	OH	43545	US

Name	Address	City	Province/State	Postal/ZIP Code	Country
Conestoga Cold Storage	299 Trillium Drive	Kitchener	ON	N2E 1W9	CA
Conestoga Cold - Mississauga	2660 Meadowpine Blvd.	Mississauga	ON	L4T 3L8	CA
Confederation Freezer-Brampton	250 Summerlea Road	Brampton	ON	L6T 3V6	CA
Confederated Brant	21 York Road	Brantford	On	N3T 6H2	CA
Confederation Freezers	240 Nugget Court	Brampton	ON	L6T 5H4	CA
CONFEDERATION FREEZERS	14 PRECIDIO COURT	BRAMPTON	ON	L6S 6E3	CA
Congebec - Boucherville	130 JA Bombardier	Boucherville	QC	J4B 8N4	CA
CONGEBEC-REXDALE	225 REXDALE BLVD.	TORONTO	ON	M9W 1R 2	CA
Congebec - Montreal	7801 Henri Bourassa Est	Montreal	QC	H1E 1N9	CA
Congebec - Ste-Julie	2050 Bombardier	Ste-Julie	QC	J3E 2J9	CA
Congebec - Ville Vanier	810 Godin	Quebec	QC	G1M 2X9	CA
Courtages Anancy Inc.	115 Des Grands Lacs	Saint-Augustin-DeDesmaures	QC	G3A 2T9	CA
CPS Distribution Services	430 N Main Street	Woodstown	NJ	8098	US
Canadian Select Meats	145A Bethridge Road	Etobicoke	ON	M9W 1N4	CA
D.A.F.C Inc	3280 Marconi	Mascouche	QC	J7K 3N6	CA
Dean's Refrigerated Inc.	1600 Donner Ave.	San Francisco	CA	94124	US
Dean's Services	860 81st Avenue	Oakland	CA	94621	US
Delaware Avenue Enterprises	Columbus Blvd at Parker Ave.	Philadelphia	PA		US
Des Moines Cold Storage	800 New York Avenue	Des Moines	IA	50303	US
Eastern - Rangemore	19 Rangemore Road	Etobicoke	ON	M8Z 5H9	CA
Entrepot du Nord - St Francois	1000 Boul Ste. Marie	St Francois De Sales	QC	H0A 1E0	CA
Erie Meats Public Storage	250 Summerlea Road	Brampton	ON	L6T 3V6	CA
Etobicoke Storage Limited	10 Shorncliffe Road	Toronto	ON	M9B 3S3	CA
Evercold Storage - Burnaby	8368 Riverbend Court	Burnaby	BC	V3N 5C9	CA
Saskatoon Fresh Pack	1701 - 16th Street West	Saskatoon	SK	S7M 5J5	CA
Frigo Liberte	120 Aime-Vincent	Vaudreuil-Dorion	QC	J7V 5V5	CA
Frigo Mascouche	3280 Rue Marconi	Mascouche	QC	J7K 3N6	CA
Frigora Storage Solutions	5250 J. Armand Bombardier	St-Hubert	QC	J3Z 1H1	CA
Frontier Trading Corp.	P.O. Box 217	Eastport	ID	83826	US
Garden State Freezer	540 Franklinville Road	Mullica Hill	NJ	8062	US
Gress Cold Storage-ScrantonPA	102 Hudson Ave.	Scranton	PA	18504	US
Hanson Logistics - Hartford	61834 Red Arrow Highway East, P.O. Box 98	Hartford	MI	49057	US
Hartford Freezers	241 Park Ave.	East Hartford	CT		US
Hazle Park Storage-HazletonPA	260 Washington Ave.	West Hazelton	PA	18201	US
Transport Guy Hurtubise Inc	19A John-F Kennedy	St. Jerome	QC	J7Y 4B4	CA
I-S515 Berniker Enterprises	6655 Goreway Drive	Brampton	ON	L4V 1V6	CA
I-S525 Border City - Windsor	1019 Elliot West	Windsor	ON		CA
I-S554 Borden Cold Storage	150 Borden Avenue	Kitchener	ON	N2G 3R5	CA
I-265 Border City USA Inc	8350 St. Aubin	Hamtramck	MI	48212	US
I-S234 Clauson Cold Storage	2423A - 2nd Avenue S.E.	Calgary	AB	T2E 6K1	CA
I-S529 Conestoga Cold	2660 Meadowpine Blvd	Mississauga	ON	L4T 3L8	CA
I-S535 Confederation Freezers	240 Nugget Court	Brampton	ON	L6T 5H4	CA
I-S574 Confederation Freezers	250 Summerlea Blvd	Brampton	ON	L6T 3V6	CA
I-S748 Congebec	130, rue J.A. Bombardier	Boucherville	QC	J4B 8N4	CA
I-S788 Congebec	7801 Henri Bourassa Est	Montreal	QC	H1E 1N9	CA
I-S763 Congebec	800 Rue Fernard - Du Four	Vanier	QC	G1M 3B1	CA
I-S413 Congebec	1555 Chevrier Blvd.	Winnipeg	MB	R3T 1Y7	CA
I-47 A.N. Derringer inc.	First & Griffith Avenue	SweetGrass	MT	59484	US
Dumoulin Transport	4935, Rue Bourg	Saint-Laurent	QC	H4T 1H9	CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
I-S702 Entrepot Du Nord	1000 Boul Ste. Marie	St. Francois De Sales	PQ	H0A 1E0	CA
I-068 Les Entreports S.A.C. (Deli-Porc Inc.)	1805 BOUL. INDUSTRIEL	Laval	QC	H7S 1P5	CA
I-S524 Etobicoke	10 Shorncliffe Road	Toronto	ON	M9B 3S3	CA
I-S116 Evercold Storage	8368 Riverbend Court	Burnaby	BC	V3N 5C9	CA
I-S305 Fresh Pack Freezer 2010	1701 - 16th Street West	Saskatoon	SK	S7M 5J5	CA
I-094 Frigo Royal (1998) Inc.	3100 Rue Bouthillier	St-Hyacinthe	QC	J2X 2A3	CA
I-253 Frontier Trading Corp.	P.O. Box 217	Eastport	ID	83826	US
I-S540A Imperial Freezers	299 Courtney Park Drive	Mississauga	ON	L5T 2T6	CA
I-S757 International Cold	8155 Trans Canada	St. Laurent	QC	H4S 1S4	CA
I-S515 International Cold	250 Sumerlea Road	Brampton	ON		CA
I-S505 J&L Cold Storage Ltd	Lot 2, Concession 5	Greenock Township	ON	N0G 1K0	CA
I-678 Sierra Custom Food	275 Walker Drive	Brampton	ON	L6T 3W5	CA
I-S550 Mcrae Cold Storage	7420 Bren Road	Mississauga	ON	L4T 1H4	CA
I-S538 MD Food Transporting	19 Automatic Road	Brampton	ON	L6S 4K6	CA
I-S536 Millard Refrigerated	745 Intermodal Drive	Brampton	ON	L6T 5G4	CA
I-184 Montenac Cold Storage	2316 32nd Avenue	Lachine	QC	H8T 3H4	CA
I-225 Multiportions	505 Boul Industriel	St. Jean Sur Richeleu	QC	J3B 7Z3	CA
I-761 New Food Classics	820-60th Street East	Saskatoon	SK	S7K 8G8	CA
I-154 Norman Jensen	472 South 5th Street	Pembina	ND		US
I-271 A.N. Derringer Inc.	178 West Service Road	Champlain	NY	12919	US
I-422 Platkowski Meats (United)	3555 Witmer Road	Niagara Falls	NY	14305	US
I-049 Premium Brands Operating also known as Harvest Meats	501 York Road West	Yorkton	SK	S3N 2V6	CA
I-425 Santemp (formerly Metro)	1532 Adelalde	Detroit	MI	48207	US
I-S201 TCS Alberta Inc. Also doing business as Trenton Cold	12425 - 66 Street NW	Edmonton	AB	T5B 1K5	CA
I-207 TC Trading Company	1750 Grant Avenue	Blaine	WA	98230	US
I-S772 Total Cold Storage	10501 Rue Renaude Lapointe	Anjou	QC	H1J 2T4	CA
I-264 U.S. Import Meat Insp.	1st and Loop Road	Sweetgrass	MT	59484	US
I-S110 Versa Cold Storage	31785 Marshall Road	Abbotsford	BC	V2T 5Z8	CA
I-S206 Versa Cold Storage	5555 78 Avenue S.E.	Calgary	AB	T2C 4M4	CA
I-S233 Versa Cold Storage	7405 - 127th Avenue	Edmonton	AB	T5C 1R9	CA
I-S528 Versa Cold Storage	590 Nash Road	Hamilton	ON	L8E 3M5	CA
I-S812 Versa Cold Storage	123 Price Street	Moncton	NB	E1A 3R1	CA
I-S205 Versa Cold Storage	3839 Ogden Road S.E.	Calgary	AB	T2G 4N7	CA
I-S502 Versa Cold Storage	1377 Queensway Avenue	Etobicoke	ON	M8Z 1T1	CA
I-S101 Versa Cold Storage	2115 Commissioner Street	Vancouver	BC	V5L 1A6	CA
I-S420 Versacold Group Service	422 Jarvis Avenue	Winnipeg	MB	R2W 3A6	CA
I-067 Alimentaires Viau Inc.	6625, RUE ERNEST-CORMIER	LAVAL	QC	H7C 2V2	CA
Idacold LLC	6198 Treasure Valley Way	Nampa	ID	83687	US
Imperial Freezer-Courtneypark	299 Courtneypark Drive	Mississauga	ON	L5T 2T6	CA
Imperial Freezers - Torbram	7570 Torbram Road	Mississauga	ON	L4T 3L8	CA
Merchandise Warehouse	1414 South West St.	Indianapolis	IN	46225	US
International Cold-BRAMPTON	250 Summerlea Road, unit 12	Brampton	ON	L6T 3V6	CA
International Cold-St Laurent	8155 Trans Canada	St. Laurent	QC	H4S 1S4	CA
Interstate Cold-Napolean-OH	1 Interstate Drive	Napolean	OH	43545	US
Iowa Cold Storage	612 Adventureland Drive NE.	Altoona	IA	50009	US
J&L Cold Storage Ltd-Greenock	Lot 2, Concession 5	Greenock Township	ON	N0G 1K0	CA

Name	Address	City	Province/State	Postal/ZIP Code	Country
Laval Cold Storage	110, Montée du Moulin	Laval des Rapides	QC	H7N 3Y6	CA
Liberty Freezers	535 Sovereign Road	London	ON	N5V 5H4	CA
Logipro	9001 Rue de Parours	Anjou	QC		CA
Magellan	6211 E 42nd Avenue	Denver	CO	80216	US
Mcrae Cold Storage-Brampton	225 Orenda Road	Brampton	ON	L6T 1E6	CA
MD Food Transporting Limited	19 Automatic Road	Brampton	ON	L6S 4K6	CA
Medina Cold Storage-Buffalo-NY	106 North Avenue	Buffalo	NY	14103	US
Midwest Ref. - Milwaukee	11225 West County Line Road	Milwaukee	WI	53224	US
Millard Refrigerated-Brampton	745 Intermodal Drive	Brampton	ON	L6T 5G4	CA
Millard Refrigerated Services	2901 1st Ave.	Greeley	CO	80631	US
Millard Refrig.-Des Moines-IA	1650 East Madison	Des Moines	IA	50313	US
Millard Refrigerated Services	2523 Edward Babe Gomez Ave.	Omaha	NB	US	US
Millard Refrig-Grand Island-NE	205 East Roberts Dr.	Grand Island	NE	68803	US
Millard Refrigerated - Ottamwa	8 K. Avenue	Ottamwa	IA	US	US
Millard Refrig.-Friona-TX	900 Millard Ave	Friona	TX	79035	US
Millard Refrig. - Iowa City	2710 Hwy #6 East	Iowa City	IA	US	US
Milwaukee Logistic Center	11400 West Burleigh Street	Milwaukee	WI	53222	US
Montenac International	2316 32nd Avenue	Lachine	QC	H8T 3H4	CA
Multi-Portions Inc	505 Boul Industriel	St-Jean-Sur-Richelieu	QC	J3B 7Z3	CA
Napolean, OH			OH		US
Newport Cold Storage	2233 Maxwell Ave.	Newport	MN	55055	US
Noram Cold Storage-LeMars-6th	801 6th Street SW	Le Mars	IA	51031	US
Noram Cold Storage-LeMars-IA	155 Noram Drive	Le Mars	IA	51031	US
Noram Cold Storage-Schyuler-NE	481 Country Road #9	Schyuler	NE	68661	US
Noram Cold Storage-LeMars-21st	1555 21st Street S.W.	Le Mars	IA	51031	US
Norman Jensen	427 South 5th Street	Pembina	ND		US
Nova Cold Storage-Dartmouth	65 Thornhill Drive	Dartmouth	NS	B3B 1R9	CA
Ontario Refrigerated Services	450 Thomas Street, R.R. #4	Ingersoll	ON	N5C 3J7	CA
Orion Cold Storage-DartmouthNS	43 Orion Court, Woodside Industrial Park	Dartmouth	NS	B2Y 4W6	CA
Orviande Inc.	11151 Mirabeau	Anjou	QC	H1J 2S2	CA
Piatkowski Meats (United)	3555 Witmer Road	Niagara Falls	NY	14305	US
Pioneer Cold Storage	149 Plainfield Street	Chicopee	MA	US	US
Preferred Freezer Boston	1 Commercial Street, Sharon Commerce, Rt. 1 North	Sharon	MA	2067	US
Preferred Freezer Services	2700 Trade Street	Chesapeake	VA	23323	US
Preferred Freezer Services	900 East M Street	Wilmington	CA	90744	US
Preferred Freezer Services	1780 West Beaver Street	Jacksonville	FL	32209	US
Preferred Freezer Houston	10060 Porter Rd	Laporte	TX	77571	US
Preferred Freezer Chicago	4500 West Ann Lurie Place	Chicago	IL	60632	US
Preferred Freezer Philadelphia	3101 S 3rd St	Philadelphia	PA	19148	US
Preferred Freezer Services	10060 Porter Road	La Porte	TX	77571	US
Professional Freezing	4330 W. 44th Street	Chicago	IL	60632	US
Quality Refrigerated	225 W 21st Street	Spencer	IA	US	US
Quality Refridgerated-Omaha-NE	3301 G Street	Omaha	NE	68107	US
RLS Logistic - Newfield, NJ	2179 Main Road	Newfield	NJ	8344	US
RLS Cold - Pittston PA	1075 Oak Street	Pittston	PA	18640	US
RLS Logistics - Vineland NJ	2260 Industrial Way	Vineland	NJ	8360	US
Santemp (Formerly Metro)	1532 Adelaide	Detroit	MI	48207	US
Seafreeze Cold Storage	206 S.W. Michigan Street, PO Box 24978	Seattle	WA	98124	US

Name	Address	City	Province/State	Postal/ZIP Code	Country
Shamrock Cold Storage	745 Intermodal Drive	Brampton	ON	L6T 5W2	CA
Sierra Custom Foods	275 Walker Drive	Brampton	ON	L6T 3W5	CA
Sno Temp Cold-Albany-OR	3815 Marion Street	Albany	OR	97321	US
Summit Cold Storage Inc.	5450 South Center Avenue	Summit	IL	60501	US
Sunterra Meats	4312-51 Street	Innisfail	AB	T4G 1A3	CA
TAS Refrigerated Distribution	4060 78 Ave SE	Calgary	AB	T2C 2L8	CA
Tas Refrigerated	18 Abacus Road	Brampton	Ontario	L6T 5B7	CA
TC Trading Company	1750 Grant Ave	Blaine	WA	98230	US
Tender Choice Foods Inc	4480 Paletta Court	Burlington	ON	L7L 5R2	CA
TGV Distribution	565, rue Fernand-Poitrass	Terrebonne	QC	J6Y1Y5	CA
TLC Cold Storage - MilwaukeeWI	11400 Burleigh Street	Milwaukee	WI		US
Total Cold Storage-Anjou	10501 Renaude Lapointe	Anjou	QC	H1J 2T4	CA
Trenton Cold Storage	12425 - 66 Street NW	Edmonton	AB	T5B 1K5	CA
Transcontinental-Sioux City-IA	3939 South Lewis	Sioux City	IA	51106	US
Transcontinental-Joslin-IL	Hwy #92	Joslin	IL	61257	US
Transcontinental-Emporia-KS	2601 West 6th Avenue	Emporia	KS	66801	US
Transcontinental-Holcomb-KS	West Hwy 50	Holcomb	KS	67851	US
Transcontinental-Lexington-KY	1500 Plum Creek Parkway	Lexington	KY		US
Transcontinental-Omaha-NE	13030 Renfro Circle	Omaha	NE	68137	US
Transcontinental-Amarillo-TX	Fm 1912 @ Hwy 60 E	Amarillo	TX	79187	US
Universal Cold Storage	1601 Pioneers Blvd.	Lincoln	NB	US	US
Uni Viandes Storage-St Jean	505 Boul Industriel	St. Jean Sur Richelieu	QC		CA
United States Cold Storage	2525 E. North Ave	Fresno	CA	93725	US
United States Cold Storage	4302 South 30th Street	Omaha	NB	US	US
United States Cold Storage	5150 Pulaski Street	Dallas	TX		US
United States Cold Storage	780 Pleasant Valley Road	Harrisonburg	VA	22801	US
United States Cold Storage	1102 North Park Drive	Hazleton	PA	18202	US
Versa Cold Edmonton - 20th St	9002 20th Street	Edmonton	AB	T6P 1K8	CA
Versa Cold-Brandon-Calgary	3925 Brandon St. S.E.	Calgary	AB	T2G 4A7	CA
Versa Cold Storage - Vernon	3420 E. Vernon	Vernon	CA		CA
Versa Cold-La Porte-TX	502 N. Broadway	La Porte	TX	77571	US
Versa Cold Storage	7405-127th Avenue	Edmonton	AB	T5C 1R9	CA
Versa Cold-Great Plain-Calgary	5600-76TH Avenue S.E.	Calgary	AB	T2C 4N4	CA
Versa Cold-Harbour-Vancouver	2115 Commissioner St.	Vancouver	BC	V5L 1A6	CA
Versa Cold Storage - Houston	16110 E. Hardy Rd	Houston	TX	US	US
Versa Cold Storage	422 Jarvis Avenue	Winnipeg	MB	R2W 3A6	CA
Versa Cold Storage - Laporte	502 North Broadway	Laporte	TX	US	US
Versa Cold-Lethbridge	585 41st Street North	Lethbridge	AB	T1H 6X9	CA
Versacold Northlands	12536 - 62 Street	Edmonton	AB	T5C 1R9	CA
Versa Cold-Ogden-Calgary	3839 Ogden Road S.E.	Calgary	AB	T2G 4N7	CA
Versa Cold Storage Steeles	4545 Steeles Ave. W	North York	ON	M9L 1X2	CA
Versa Cold-Valley-Abbotsford	31785 Marshall Road	Abbotsford	BC	V2T 5Z8	CA
Versa Cold Logistics	107 Walker Drive	Brampton	ON	L6T 5K5	CA
Versa Cold - Winnipeg	200 Dawson Rd.	Winnipeg	MB	R2J 037	CA
WASHINGTON COLD STORAGE INC	621 RAILROAD AVENUE	NORTH KENT	WA	98032	US
Westco Multi-Temp Distribution	5500 - 72nd Avenue S.E.	Calgary	AB	T2C 4X5	CA
Westco Multi-Temp Distribution	810 60th Street East	Saskatoon	SK	S7K 8G8	CA
York Cold Storage	12th Commerce & Division	York	NB	US	US
Cardinal Meat Specialists	3160 Caravelle Drive	Mississauga	ON	L4V 1K9	CA
Erie Meat Products	3180 Wharton Way	Mississauga	ON	L4X 2C1	CA
Zero Mountain Incorporated	6403 South Ball Street	Johnson	AR	72741	US

1. OBLIGATIONS SECURED AND AMOUNT OF HYPOTHEC

- 1.1 The hypothec in Section 2.1 and the additional hypothec granted in Section 2.3 (collectively, the "Hypothec") are granted to secure all obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, in whatever capacity, as borrower, guarantor or otherwise, of the undersigned (the "Customer") towards BANK OF MONTREAL (the "Bank").
- 1.2 All obligations secured by the Hypothec are herein called the "Secured Obligations", and such expression includes interest, costs and damages. The Customer hereby recognizes and agrees that all of its present and future obligations towards the Bank shall be secured by the Hypothec except those obligations of the Customer towards the Bank which are from time to time specifically excluded from the Secured Obligations pursuant to a confirmation agreement signed between the Bank and the Customer.
- 1.3 The amount for which the hypothec is granted in Section 2.1 is forty five million dollars (\$45,000,000.00) with interest at the rate of 25% per annum from the date hereof.
- 1.4 The amount for which the additional hypothec is granted in Section 2.3 is nine million dollars (\$9,000,000) with interest at the rate of 25% per annum from the date hereof.

2. HYPOTHEC

- 2.1 For good and valuable consideration, the Customer hypothecates in favour of the Bank, for the amount specified in Section 1.3, all present and future movable property of the Customer, both corporeal and incorporeal, now owned or hereafter acquired by the Customer (the "Hypothecated Property").
- 2.2 The following property, to the extent not already included in the description in Section 2.1, is also covered by the Hypothec:
 - (a) the proceeds of any sale, assignment, lease or other disposition of the property hypothecated in Section 2.1, any claim resulting from such a sale, assignment, lease or other disposition, as well as any property acquired in replacement thereof (it being understood that this clause shall not be interpreted as permitting the Customer to dispose of the Hypothecated Property in contravention of the provisions of this Agreement);
 - (b) any indemnity or proceeds of insurance or expropriation payable in respect of the Hypothecated Property;
 - (c) any rights attached to the Hypothecated Property, as well as the fruits and revenues thereof;
 - (d) all client lists, client records, client files, titles, documents, records, receipts, invoices and accounts evidencing any of the aforesaid Hypothecated Property or relating thereto including, without limitation, computer disks, tapes and related data processing media and rights of the Customer to retrieve same from third parties; and
 - (e) if the property described in Section 2.1 includes Securities, all other Securities issued or received in substitution, renewal, addition or replacement of Securities, or issued or received on the purchase, redemption, conversion, cancellation or other transformation of Securities or issued or received by way of dividend or otherwise to holders of Securities.
- 2.3 To further secure the payment to the Bank of the Secured Obligations to the extent that such Secured Obligations shall at any time exceed the amount of the hypothec specified in Section 1.3, the Customer hereby further hypothecates in favour of the Bank the Hypothecated Property for the amount specified in Section 1.4.
- 2.4 If any of the Hypothecated Property may not be assigned, subleased, charged or encumbered without the leave, license, consent or approval of the applicable counterparty, a governmental authority or any other person, the Hypothec on any such property shall be under the suspensive condition of obtaining such leave,

license, consent or approval. The Customer agrees to use commercially reasonable efforts to obtain any such material leave, license, consent or approval and, until such time as the same is obtained, shall hold its rights in respect of same as mandatory for the Bank.

3. REPRESENTATIONS

The Customer represents to the Bank as follows:

- 3.1 The Customer is the sole owner of the Hypothecated Property which now exists and all the Hypothecated Property is free and clear of all prior claims, hypothecs, security interests and other rights in favour of any other person which, in the sole opinion of the Bank, rank or could rank, in any respect, in priority to the rights of the Bank under this Agreement, except for those, if any, disclosed by the Customer to the Bank in Section 9.1; the Customer is in possession of all the Hypothecated Property which now exists, other than property in transit and property stored in third party warehouses.
- 3.2 The head office of the Customer is situated at the address indicated in Section 9.2.
- 3.3 None of the Hypothecated Property is incorporated in an immovable property; and none of the Hypothecated Property is permanently physically attached or joined to an immovable property, except for Hypothecated Property which has not lost its individuality and which is used for the operation of the Customer's enterprise or the pursuit of the Customer's activities.

4. COVENANTS

The Customer agrees with the Bank as follows:

- 4.1 The Customer will notify the Bank in writing without delay of any change in its name, its head office or in the contents or accuracy of the representations made in Section 3.
- 4.2 The Customer shall pay when due all duties, levies, taxes, charges and licence and other fees it may owe at any time under any fiscal law as well as those relating to the Hypothecated Property and any claim which may rank prior to or *pari passu* with the Hypothec. The Customer shall submit to the Bank on request receipts or other evidence establishing such payment; and the Customer shall deliver to the Bank upon request, or as otherwise agreed in writing between the Bank and the Customer, a certificate as to amounts owing by the Customer at the end of such month under any fiscal law.
- 4.3 The Customer shall, at its expense, insure the Hypothecated Property and shall keep the Hypothecated Property at all times insured against all risks of loss or damage caused by theft or fire and against any other risk that is customary to insure against or that a prudent administrator would insure against or that the Bank shall require, the whole for the full insurable value of the Hypothecated Property, and on such terms and with responsible insurers as are satisfactory to the Bank. Each policy of insurance shall provide that such insurance shall not be cancelled for any reason or allowed to lapse without 30 days prior written notice to the Bank. The Bank is hereby designated the beneficiary of the indemnities payable in virtue of each policy of insurance (except as regards public liability) and the Customer shall cause such designation to be inscribed on the policies. If requested by the Bank, the Customer shall assign as collateral security to the Bank the policies or indemnities payable thereunder or ensure each policy contains a mortgage clause satisfactory to the Bank. The Customer will deliver to the Bank on request evidence of payment of premiums and a copy of each policy and, at least 30 days prior to the expiry or termination of a policy, the Customer shall deliver to the Bank a copy of its renewal or of its replacement. If the Customer fails to procure or maintain any such insurance, the Bank shall have the right, but not the obligation, to effect such insurance in its name or in the Customer's name, and any premiums or other expenses paid or incurred by the Bank in so doing shall forthwith be due and payable by the Customer to the Bank, with interest as provided in Section 4.14.
- 4.4 The Customer shall do all things, shall deliver to the Bank all documents and information and shall sign all documents necessary in order that the Hypothec shall have full effect and shall remain at all times opposable to third parties and in order that the Bank may fully exercise its rights hereunder.

- 4.5 The Customer shall protect, use and keep in good repair the Hypothecated Property (reasonable wear and tear excepted) and shall carry out its activities in such manner as to preserve the value of the Hypothecated Property, and shall permit the Bank, its officers or agents access to its premises to inspect or evaluate the same; the Customer shall comply with the requirements of laws and regulations applicable to the carrying on of its enterprise and to its ownership, possession and use of the Hypothecated Property, including laws and regulations in respect of the environment.
- 4.6 The Customer will maintain such books and accounting records as a prudent administrator would maintain in relation to its enterprise and to the Hypothecated Property and it will permit the Bank to examine them and obtain copies of them.
- 4.7 The Customer shall not create or permit to exist any prior claim, hypothec, security interest or other right in favour of a third party on or which may affect the Hypothecated Property, other than those which the Bank shall have previously agreed to in writing or those listed in Section 9.1.
- 4.8 The Customer shall not sell, assign or lease the Hypothecated Property, without the Bank's prior written consent. Notwithstanding the foregoing, the Customer may, for so long as it is not in default hereunder, sell or lease its inventory in the ordinary course of the carrying on of its enterprise.
- 4.9 Except with the prior written consent of the Bank, the Customer will not change the use, destination or nature of the Hypothecated Property, nor the place where the Hypothecated Property is located; nor will it permit the Hypothecated Property to be incorporated in an immovable property or to be permanently physically attached or joined to an immovable property, unless such Hypothecated Property does not lose its individuality and unless such Hypothecated Property is and will continue to be used for the operation of the Customer's enterprise or the pursuit of the Customer's activities. If the Customer is a legal person, the Customer will maintain its corporate existence in good standing and will not amalgamate with any other person, nor will it commence any proceedings with a view to its liquidation, without the prior written consent of the Bank.
- 4.10 If the Hypothecated Property includes inventory, the Customer shall deliver to the Bank upon request, or as otherwise agreed in writing between the Bank and the Customer, a certificate of the value of its inventory (calculated at the lesser of cost or market value) at the end of each such month.
- 4.11 The Customer will furnish to the Bank any information which the Bank may reasonably request in respect of the Customer's operations or the Hypothecated Property or to verify if the Customer is in compliance with its covenants and obligations contained in this Agreement, including lists of equipment, copies of financial statements and other documents. The Customer will immediately advise the Bank in writing of any fact or occurrence of such nature as may adversely affect the value of the Hypothecated Property or the financial situation of the Customer or which constitutes, or with the giving of notice or lapse of time or both, would constitute a default under this Agreement.
- 4.12 The Customer will reimburse to the Bank, all fees and expenses, legal or otherwise, and costs of registration in respect of this Agreement and in respect of all renewal titles, renewals of registration, notices of address, acquittances and discharges in connection therewith and any appraisal or valuation fee and the costs of a copy of these presents, of all applications for registration and related documents.
- 4.13 The Customer will forthwith reimburse to the Bank, all extrajudicial fees and disbursements which the Bank may pay or for the payment of which it may become liable, in seeking to obtain the fulfilment of any obligations or undertakings of the Customer under this Agreement or to exercise its rights or preserve, protect or render opposable its interests the whole up to an amount not exceeding 18% of the amount of the Hypothec.
- 4.14 Except as otherwise provided hereunder, all fees, costs and expenses incurred by the Bank and reimbursable by the Customer under this Agreement, shall bear interest from the date the costs, fees or expenses are incurred by the Bank at an annual rate equal to the Prime Rate of the Bank in effect from time to time, plus 3% per annum. All such costs, fees and expenses incurred or paid by the Bank, with interest thereon, shall form part of the Secured Obligations. The Prime Rate of the Bank is the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is that set forth in Section 9.3.

4.15 Intentionally deleted.

4.16 The Customer will duly perform and comply with all its obligations to the Bank, whether under this Agreement or any other agreement, instrument or other document.

5. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE BANK

5.1 The Bank may from time to time, at the expense of the Customer, inspect the Hypothecated Property or proceed to the evaluation of the Hypothecated Property. For this purpose, the Customer will permit the Bank access to the locations where the Hypothecated Property may be found, as well as to the places of business of the Customer, and the Customer will permit the Bank to examine the accounting records and documents relating to the Hypothecated Property.

5.2 In the event the Customer fails to observe or perform any of its obligations or undertakings under this Agreement, the Bank may, but shall not be obliged to, perform the same and any fees, costs or expenses incurred in so doing shall be forthwith due and payable by the Customer to the Bank, with interest as provided in Section 4.14, and shall form part of the Secured Obligations.

5.3 Intentionally deleted.

5.4 If the Customer has surrendered the Hypothecated Property to the Bank or its agent or if the Bank or its agent has possession of the Hypothecated Property, neither the Bank nor its agent shall have any obligation to continue the use, operation or exploitation of the Hypothecated Property or to continue the use for which it is ordinarily destined or to exercise the rights pertaining to the Hypothecated Property or to make it productive; and the Customer agrees that the Bank or its agent may do such acts and things, or refrain from doing such acts and things, as the Bank or its agent, in its sole discretion, deems appropriate for the exercise of its rights and the realization and enforcement of the Hypothec.

5.5 Upon the occurrence of an Event of Default that is continuing, the Customer hereby irrevocably constitutes the Bank or any manager or other officer of the Bank, its agent, with the power of substitution, in order to perform any act and sign any document necessary or useful to the exercise of the rights conferred on the Bank pursuant to this Agreement.

5.6 All sums received by the Bank in the exercise of its rights arising under or pursuant to this Agreement or by law may be held by the Bank as Hypothecated Property, or may be applied by the Bank to the payment of the Secured Obligations, whether or not then exigible. The Bank may impute and apply such sums towards payment of any part or parts of the Secured Obligations as the Bank in its sole discretion shall decide, and may change any imputation or application as it sees fit.

5.7 The exercise by the Bank of any of its rights shall not prevent it from exercising any other rights it may have arising from this Agreement or by law; the rights of the Bank are cumulative and not alternative. The Bank may waive any provision hereof or any default, however the non-exercise by the Bank of any of its rights or any such waiver shall not constitute a renunciation of the exercise thereafter of such right or a renunciation of any other provision or of any other default. The Bank may exercise the rights arising from this Agreement without having exercised its rights against any other person liable for the payment of the Secured Obligations, or any of them, and without having realized any other security securing the Secured Obligations.

5.8 The Bank is only required to exercise reasonable prudence and diligence in the exercise of its rights or the fulfilment of its obligations and, in any event, the Bank is only responsible for its intentional or gross fault. The Customer shall indemnify the Bank for any losses or expenses incurred by the Bank, or damages claimed against the Bank, for which the Bank is not so responsible.

5.9 The Bank may delegate to any other person, or be represented by any other person in, the exercise of its rights or the fulfilment of its obligations resulting from this Agreement; the Bank may furnish to such person any information which the Bank may have concerning the Customer or the Hypothecated Property.

5.10 Except as otherwise indicated, the rights conferred on the Bank in virtue of this Section 5 may be exercised by the Bank either before or after a default by the Customer under the terms of this Agreement.

6. PROVISIONS APPLICABLE IF THE HYPOTHECATED PROPERTY INCLUDES A CLAIM OR CLAIMS

6.1 If the Hypothecated Property includes a claim or claims, whether present or future, then in addition to the other provisions of this Agreement, the following provisions shall apply in respect of such claims:

- (a) The Bank shall have the right to collect (i) the capital falling due of, and any revenues of, any such claim which is or represents the indemnity payable under any insurance policy in respect of loss or damage to the Hypothecated Property and (ii) the capital or revenues of any claim described or of the nature specified in Section 9.4.
- (b) The Bank authorizes the Customer to collect when due the capital falling due of, and any revenues of, any other claim until the Bank shall have given the Customer a notice withdrawing such authorization, whereupon the Bank shall immediately have the right to collect all such capital and revenues. This notice of withdrawal may be given upon the occurrence of an Event of Default that is continuing.
- (c) Upon notice by the Bank to the Customer, which may be given upon the occurrence of an Event of Default that is continuing, the Bank may require the Customer to immediately remit to the Bank all or a specified part of capital and revenues of claims received by the Customer or to deposit the same in one or more designated bank accounts or otherwise to hold, deal with or deliver such capital and revenues, all on such terms and conditions as the Bank may specify in such notice.
- (d) The Bank shall have no obligation to exercise any rights in respect of any claims nor to enforce or to see to payment of the same, whether by legal action or otherwise. Upon the occurrence of an Event of Default that is continuing, the Bank may give acquittances for any sums it collects and may, but shall not be obligated to, realize any of the claims, grant extensions, grant releases, accept compositions, renounce and generally deal with the claims, and any guarantees or security therefor, and take any action to preserve, protect or secure such claims, at such times and in such manner as it deems advisable at its sole discretion, without notice to or the consent of the Customer, and without incurring any liability therefor and without any obligation to render any account in respect thereof or in respect of moneys collected, other than to remit to the Customer any amounts collected over and above the Secured Obligations.
- (e) Any amounts collected by the Customer or by the Bank or deposited in a designated bank account shall form part of the Hypothecated Property and be subject to the Hypothec. The Bank may apply any amounts received by it, upon the occurrence of an Event of Default that is continuing, towards payment of all or part of the Secured Obligations, even if not yet exigible, including any fees, costs or other expenses incurred by the Bank and secured hereunder and may impute and apply such amounts towards payment of any part or parts of the Secured Obligations as the Bank at its sole discretion shall decide, and may change any imputation or application as it sees fit.
- (f) The Customer waives any obligation the Bank may have to inform the Customer of any irregularity in the payment of any sums exigible on any claims or rights.
- (g) The Customer shall deliver to the Bank upon request, or as otherwise agreed in writing between the Bank and the Customer, a detailed list of all claims owing to the Customer at the end of each such month including the name and address of the debtor of each claim, the amount due, the aging of the account and any security held by the Customer for any claim.
- (h) The Customer shall from time to time on request of the Bank deliver to the Bank, or permit the Bank or its officers or agents access to its premises for the purpose of examining and making copies of, all books and accounts, letters, invoices, papers, agreements, negotiable instruments, documents of title, hypothecs and other documents in any way evidencing or relating to all or any of the claims forming part of the Hypothecated Property and shall otherwise assist the Bank and furnish the Bank with all information which may assist the Bank in the collection thereof.
- (i) If this Agreement constitutes a hypothec on a universality of claims, the hypothec on the claims extends also to any claim under any insurance contract on the other property of the Customer.

- (j) The Customer represents that none of the claims which now exist is itself secured by a hypothec or guaranteed by a third party in favour of the Customer, except for those, if any, described in Section 9.5, and the Customer undertakes to notify the Bank immediately of any claim, present or future, which hereafter is or becomes secured by a hypothec or guaranteed by a third party in favour of the Customer and to deliver to the Bank the agreements or other documents now or hereafter constituting or evidencing the same.

7. DEFAULTS AND RECOURSES

7.1 The Customer will be in default under this Agreement in each of the following cases (each an "Event of Default"):

- (a) if any of the Secured Obligations is not paid when due; or
- (b) if any of the representations made in Section 3 or in any other declaration or certificate by the Customer delivered to the Bank is untrue or incorrect in a material respect; or
- (c) if the Customer does not perform or observe any of its covenants or undertakings contained in this Agreement or any obligation of the Customer required by law; or
- (d) if the Customer is in default under any other agreement, undertaking or evidence of indebtedness in favour of the Bank or under any other hypothec or security interest affecting the Hypothecated Property; or
- (e) if the Customer ceases to carry on its enterprise, or gives a notice of intention to make a proposal to or makes a proposal to its creditors or makes an assignment for the benefit of its creditors, or becomes insolvent or bankrupt or if any action is commenced or notice given with a view to rendering or declaring the Customer insolvent or bankrupt; or
- (f) if any action is taken or notice given by or against the Customer with a view to the winding up, liquidation, reorganization or relief or protection from creditors of the Customer including under the *Bankruptcy and Insolvency Act (Canada)* or the *Companies' Creditors Arrangement Act (Canada)*; or the Customer amalgamates with any other person; or
- (g) if any creditor of the Customer commences any action or gives any notice with a view to exercising any rights or remedies on or with respect to the Hypothecated Property, including by way of seizure, prior notice, notice of crystallization, taking possession or otherwise, or if a sequestrator is appointed; or
- (h) if any guarantor of the Secured Obligations, or any part thereof, dies or gives notice to the Bank of termination of a guarantee, or if a default occurs under any other hypothec in favour of the Bank securing all or any part of the Secured Obligations.

7.2 Without limiting the Bank's right to demand payment or to exercise any other right it may have under any other agreement or instrument, if the Customer is in default, any obligation the Bank may have to grant further credit or make further advances to the Customer shall terminate and/or all the obligations of the Customer to the Bank which are not then due shall thereupon be and become forthwith due and payable, in each case if the Bank so elects and without any notice or demand by the Bank. If the Customer is in default, the Bank may also exercise any and all of the rights and recourses it may have hereunder or by law and it may enforce and realize the Hypothec, including the exercise of the hypothecary rights in virtue of the Civil Code of Quebec. If the Bank gives the Customer a prior notice of its intention to exercise a hypothecary right the Customer shall, and shall cause any other person in possession of Hypothecated Property to, immediately voluntarily surrender it to the Bank.

7.3 In order to enforce and realize the Hypothec, the Bank may use, at the Customer's expense, the premises where the Hypothecated Property is located, as well as the other property of the Customer. If the Hypothecated Property includes inventory, the Bank may complete the manufacture of such inventory and do any other thing necessary or useful to bring them to sale.

7.4 The Customer agrees that with respect to any sale by the Bank of any of the Hypothecated Property in the exercise of its rights, it will be commercially reasonable to sell such Hypothecated Property:

- (a) together or separately;
- (b) by auction or by call for tenders by advertising such sale or call for tenders once in a local daily newspaper at least seven (7) days prior to such sale or close of call for tenders; and
- (c) by sale by agreement after receipt by the Bank of at least two (2) offers from prospective purchasers, who may include persons related to or affiliated with the Customer or other customers of the Bank.

Any such sale may be on such terms as to credit or otherwise and as to upset price or reserve bid or price as the Bank at its sole discretion may deem advantageous, and the Customer agrees that the price received at any such sale shall constitute a commercially reasonable price.

The foregoing shall not preclude the Bank from agreeing to or making any sale in any other manner not prohibited by law nor shall it be interpreted to mean that only a sale made in conformity with the foregoing is commercially reasonable or that only the price received at a sale made in conformity with the foregoing shall constitute a commercially reasonable price.

7.5 To the extent possible under applicable law, the Customer hereby authorizes the Bank to sell the Hypothecated Property or otherwise dispose of it at any time if the Customer is in default without having to give a prior notice, obtain the surrender of the Hypothecated Property or observe any time limits prescribed by applicable law.

8. GENERAL PROVISIONS

8.1 The Hypothec is in addition to and not in substitution for any other hypothec or security interest held by the Bank.

8.2 The Hypothec constitutes continuing security which shall continue in effect notwithstanding any payment from time to time in whole or in part of the Secured Obligations and shall subsist until cancelled by the Bank, notwithstanding the extinction in whole or in part of the Secured Obligations. Furthermore, any new obligation of the Customer towards the Bank from time to time secured hereby will be one for which the Customer has obligated itself again hereunder in accordance with Article 2797 of the *Civil Code of Quebec*.

8.3 The Customer hereby undertakes and confirms:

- (a) that it will not permit anyone to be subrogated in the rights of the Bank hereunder without the prior written consent of the Bank ; and
- (b) that any payment of Secured Obligations made to the Bank by a third party will be considered as a partial payment of the Secured Obligations (whether or not there are, at the time of such payment, any other Secured Obligations owing) and all rights of the Bank under Article 1658 of the Civil Code of Québec shall apply.

8.4 In each of the cases set forth in Section 7.1 the Customer shall be in default by the mere lapse of time, without any notice putting the Customer in default being required.

8.5 When used in this Agreement:

- (a) The expression "Hypothecated Property" shall mean all or any part of the Hypothecated Property.
- (b) The expression "Customer" shall include the Customer, its successors and assigns, including any person resulting from the amalgamation of the Customer with any other person; this clause shall not give the Customer the right to assign any of its rights or obligations hereunder to, or to amalgamate with, any other person except as otherwise expressly permitted by this Agreement.

- (c) The expression "Bank" shall include the Bank, and its successors and assigns, including any person resulting from the amalgamation of the Bank with any other person.
- (d) The expression "Agreement" shall include this Agreement, as it may hereafter be amended, supplemented, modified, renewed, replaced or restated from time to time.
- (e) References to a Section shall refer to Sections in this Agreement.
- (f) The expression "Securities" shall include shares in the capital stock of a legal person as well as securities, security entitlements and financial assets as such terms are used in *An Act respecting the transfer of securities and the establishment of security entitlements* (Quebec) in effect from time to time in the Province of Quebec or other applicable securities transfer legislation; bonds, debentures, bills of exchange, promissory notes, negotiable instruments and other evidence of indebtedness; options or rights in respect of the foregoing; and any other instrument or title generally called or included as a security. The expression "Securities" shall mean any or all Securities.
- (g) The expression "property" shall include property, titles and rights.
- 8.6 The rights conferred on the Bank by this Agreement shall inure to the benefit of each successor of the Bank. The Bank shall have the right to assign all or any part of the Secured Obligations to any other person and this Agreement shall inure to the benefit of any such assignee in respect of all, or such part, of the Secured Obligations which have been so assigned.
- 8.7 All notices, demands and other communications to the Customer may be given to it at its address set forth in Section 9.6 or at any other address which the Customer notifies the Bank in writing. Such notices, demands and communications shall be sufficiently given if delivered personally or by messenger or sent by ordinary mail or telecopier to the Customer at such address and shall be considered received by the Customer, (i) if delivered personally or by messenger, when delivered, (ii) if sent by mail, four (4) working days after mailing and (iii) if sent by telecopier, when sent. The Customer hereby elects domicile at such address for the purposes of receiving notices, demands or other communications and for the service of legal proceedings. If the Bank is unable to locate the Customer at such address, the giving of any notice, demand or other communication or the service of any legal proceeding may be made at the office of the prothonotary of the Superior Court in the district in which the last address of the Customer referred to in the first sentence of this Section is located, at which office in such event the Customer also elects domicile for purposes of giving any notice, demand or other communication or the service of any legal proceeding.
- 8.8 If the Hypothec is given to secure an obligation or obligations of a person other than the Customer (such other person being called the "Borrower" in this Section), the Customer hereby
- (a) waives the benefit of discussion and the benefit of division and agrees that the Bank shall not be obliged to exhaust its recourses against the Borrower or the Customer or any other person or against any other security or securities it may hold before enforcing or realizing on or otherwise dealing with the Hypothecated Property in such manner as the Bank considers desirable;
- (b) agrees that the Bank may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from and release any security, may abstain from taking security or publishing or perfecting security, make accept compositions from, may otherwise change the terms of the obligations or any security or guarantees therefor and may otherwise deal with the Borrower and any other persons and any securities as the Bank sees fit, without in any manner affecting or reducing the Hypothec; and
- (c) agrees that all obligations of the Borrower to the Customer or any of them, if more than one, are hereby postponed to the obligations of the Borrower to the Bank and all moneys received thereon by the Customer or any of them, if more than one, shall be received on behalf of the Bank and shall be immediately paid over to the Bank.
- 8.9 The Secured Obligations described in Section 1.1 are governed by one or more separate agreements with the Bank which determine, among other things, the amount of credit available to the Customer from the Bank and the interest rate or interest rates and other fees or charges which the Customer is required to pay on credit obtained under such agreement(s). The aggregate amount of the Hypothec and the rate of interest referred to in

Sections 1.3 and 1.4 is the amount with the rate of interest for which the Hypothecated Property is hypothecated. The Bank is entitled to interest on credit made available under any separate agreement at the rate or rates determined under such separate agreement applicable to the credit and not at the rate specified in Sections 1.3 and 1.4, unless such rate is identical to the rate determined under the separate agreement applicable to the credit.

- 8.10 The amount of credit which the Customer may be entitled to obtain from the Bank is determined by the applicable separate agreement and not by the aggregate amount of the Hypothec specified in Sections 1.3 and 1.4. Notwithstanding the aggregate amount of the Hypothec specified in Sections 1.3 and 1.4 or the amount of the Secured Obligations at any time, the Bank is under no obligation whatsoever to grant any financial assistance to the Customer. If additional financial assistance is requested by the Customer, the Bank may, in its own discretion and from time to time, request any additional information or documents and/or that any additional security be executed in favour of the Bank before providing such additional financial assistance.
- 8.11 The Customer shall sign, acknowledge or deliver all such further instruments and shall do such other things as the Bank may reasonably require to give effect to or to confirm or protect the Hypothec, including necessary inscriptions for the registration, renewal, carrying over or conservation of the Hypothec and notices to third parties.
- 8.12 If any clause in this Agreement, or part thereof, is null or otherwise unenforceable, without effect, or deemed unwritten, the remaining provisions shall continue in full force and effect.
- 8.13 This Agreement is governed by and construed in accordance with the laws of the Province of Quebec.
- 8.14 In the event of any conflict or inconsistency (including, in respect of a particular requirement, such requirement being more stringent or severe herein as compared to as set forth in the Credit Agreement) between the provisions of this Agreement and the provisions of the credit agreement dated as of September 30, 2013 among the Customer, as borrower, certain affiliates of the Customer, as guarantors, and the Bank, as lender, as the same may be amended, varied, supplemented, restated, amended and restated, renewed or replaced at any time and from time to time (the "**Credit Agreement**") then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency.
- 8.15 The parties hereby confirm their express wish that this Agreement and all documents, agreements or notices directly or indirectly related hereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que le présent contrat ainsi que tous les documents, conventions ou avis s'y rattachant directement ou indirectement soient rédigés en langue anglaise.

This Agreement continues at Section 9, entitled «Information Referred to above in this Agreement».

This is a continuation of the movable hypothec - Bank of Montreal form LF 549 (Que).

9. INFORMATION REFERRED TO ABOVE IN THIS AGREEMENT

9.1 Prior claims, hypothecs, security interests and other rights, referred to in Section 3.1:

A conventional hypothec without delivery in the amount of \$18,000,000, charging all of the Customer's movable property and assets, corporeal and incorporeal, present and future, wherever situated, in favour of HSBC Bank Canada and registered at the Register of Personal and Movable Real Rights ("RPMRR") on November 30, 2007 under number 07-0688339-0001 (the "**First HSBC Hypothec**"). The loan secured by the First HSBC Hypothec will be paid out using the proceeds of the loan under the Credit Agreement and the First HSBC Hypothec will be discharged forthwith upon such repayment; and

A conventional hypothec without delivery in the amount of \$15,000,000, charging the universality of the Customer's movable property, present and future, corporeal and incorporeal, of whatsoever nature, kind, form or description, wherever situated, in favour of HSBC Bank Canada and registered at the RPMRR on April 8, 2009 under number 09-0186048-0001 (the "**Second HSBC Hypothec**"). The loan secured by the Second HSBC Hypothec will be paid out using the proceeds of the loan under the Credit Agreement and the Second HSBC Hypothec will be discharged forthwith upon such repayment.

Permitted Liens under the Credit Agreement.

9.2 Head Office of the Customer referred to in Section 3.2:

19, Rangemore Road, Etobicoke, Ontario, M8Z 5H9

9.3 The Prime Rate on the date of this Agreement, referred to in Section 4.14, is 3.00 % per annum.

9.4 Claims which the Bank shall have the right to collect referred to in Section 6.1(a):

NONE

9.5 Claims secured by a hypothec or guaranteed by a third party in favour of the Customer, referred to in Section 6.1(j).

NONE

9.6 Address of the Customer for notices, referred to in Section 8.7:

19, Rangemore Road, Etobicoke, Ontario, M8Z 5H9

[SIGNATURE PAGE FOLLOWS]

MTL01: 2748143: v4

Signed at Toronto, Ontario, this 30th day of September, 2013

EASTERN MEAT SOLUTIONS INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Accepted and agreed as of the date and place above mentioned
BANK OF MONTREAL

By: _____

® Registered trade-marks of Bank of Montreal

Hypothecation of Negotiable Collateral for All Loans

Dated as of the 30th day of September, 2013.

To the

Bank of Montreal:

In consideration of financial assistance presently extended or to be extended by you and/or advances presently made and/or which may at any time hereafter be made to Eastern Meat Solutions Inc. (hereinafter called the "Undersigned") by Bank of Montreal (hereinafter called "the Bank"):

- 1) The Undersigned herewith hands the Bank the securities enumerated herein, and agrees that the said securities and such other additional securities as may hereinafter be delivered to the Bank (other than any securities which on written instructions of the Undersigned are to be held in safekeeping) shall be held by the Bank together with all renewals thereof, substitutions therefor, accretions thereto, all income therefrom (subject to the terms herein) and all proceeds thereof and therefrom (the whole hereinafter called "the securities"), as general and continuing collateral security and as a pledge to secure all advances presently made or which at any time hereafter may be made to the Undersigned, and to cover any indebtedness which is now or may at any time be due by the Undersigned to the Bank, and as general and continuing collateral security for the fulfilment of all obligations present or future, direct or indirect, absolute or contingent, matured or not of the Undersigned to the Bank, it being understood and agreed that the Bank's responsibility is limited to exercising in regard to the securities the same degree of care which it gives to valuable property of the Bank as the branch where the securities are held.
- 2) The Undersigned hereby further agrees that:
 - a) on default being made in repaying any such advances or the interest thereon, or any part thereof, when due or when any note representing the same becomes due, or on failure to comply with any demand for payment, or on default in fulfilling any such obligation, or any other default in the payment or performance of the obligations of the Undersigned to the Bank (each, a Default"), the Bank may forthwith, without any notice, without demand for payment, without advertisement, and without any other formality, all of which are hereby waived, sell the securities or any of them on any recognized exchange dealing in such securities or by public or private sale, and enforce payment and realize upon the security of any bonds or debentures comprised amongst the securities as fully and effectually as if the Bank were the absolute owner thereof;
 - b) the records of the Bank as to the Undersigned being in default or of any demand having been made shall be final and conclusive without further or other proof;
 - c) the Bank shall not be bound under any circumstances to realize upon any securities or allow any securities to be sold, and shall not be responsible for any loss occasioned by any sale of any collateral or by the retention of or refusal to sell the same; nor shall the Bank be obliged to collect or see to the payment of interest or dividends thereon, but prior to the occurrence and continuation of a

Default, all such interest or dividends shall be paid to the Undersigned and, following any such Default, if and when received by the Undersigned, shall be forthwith paid over to the Bank;

- d) the securities or any excess thereof or proceeds of sale of the same may be retained as a security for or applied upon any other indebtedness direct or indirect of the Undersigned to the Bank;
- e) upon the occurrence and during the continuation of a Default, the Bank or any Manager thereof, as the attorney irrevocable of the Undersigned and each of them (if more than one), may transfer, endorse, negotiate and sign on behalf of the Undersigned and each of them (if more than one) all or any of the securities and may fill in all blanks in any transfers of stocks, bonds or debentures or any Power of Attorney or other documents delivered to it, and the Bank may delegate its powers and any delegate may sub-delegate the same and any of the powers hereby given may be exercised in the name and on the behalf of the heirs or devisees, executors or administrators of the Undersigned or (if more than one) of such of them as may be dead, and none of the powers hereby given shall be revoked by the death of the Undersigned or any of them (if more than one);
- f) at the request of the Bank the Undersigned will, at his/her or their own expense, execute all such transfers and documents as may be reasonably required with all such powers of sale and other necessary powers as may be expedient for vesting in the Bank, or such person or persons as it may appoint, all and every such securities;
- g) all costs and charges incurred by the Bank with reference to the securities or the realization thereof (including therein all solicitor and counsel and court costs paid and also including expenses of taking possession of, protecting and realizing upon any property comprised in such securities) shall be added to the indebtedness and shall be a first charge upon the moneys received; any substituted securities shall be held by the Bank subject to the same terms and conditions and with the same powers and authorities as are hereby declared and conferred; if any payment on account of the advance(s) be made, the Bank shall not by reason thereof be required to surrender any of the securities pledged;
- h) any written notice to the Undersigned shall be sufficiently given if transmitted by ordinary post to the last known address of such person, or persons, as shown by the records of the Bank;
- i) the receipt of any clerk or other person producing a cheque of the Undersigned by way of payment of the advance, in whole or in part, shall be sufficient authority for the delivery to such clerk or other person of such securities as the Bank may see fit to relinquish;
- j) the Bank shall have the options and rights but shall neither be bound nor required to exercise any option or right which the holder of any of the securities may at any time have, and any advance made for such purpose shall be added to the loan and all the provisions hereof shall apply thereto;

- k) upon the occurrence and during the continuation of a default in the payment or performance of the obligations of the undersigned to the Bank, the Bank shall be entitled to vote upon such securities at any meeting whether special or general at which the holder of such securities is entitled to vote, and is also hereby authorized to give and grant to such person or persons as it may deem best power to vote upon the said securities; and
- l) the Bank shall have the right to hold and to transfer any such securities to another office, branch, agency, depository or representative of the Bank subject to the terms and authorities as are hereby declared and conferred.
- 3) This agreement shall be a continuing agreement and the securities hereunder are in addition to and not in substitution for any other security held by the Bank and shall not operate as a merger of any simple contract debt or suspend the fulfillment of, or affect the rights, remedies and powers of the Bank in respect of the said indebtedness and the said obligations or any securities held by the Bank hereunder. The Undersigned covenant(s) not to substitute or modify or allow to be substituted or modified any of the Undersigned's rights under the securities without the written consent of the Bank, and any substitution or modification not consented to may, at the option of the Bank, be treated as an act of default hereunder and under any other agreement between the Undersigned and the Bank.
- 4) It is further agreed that the Bank shall not be obliged to exhaust its recourse against any other party or parties or against any other security or securities it may hold before realizing on or otherwise dealing with the securities pledged hereunder to the Bank in such manner as the Bank considers desirable, and the Bank may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any and all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise deal with all other persons (including the Undersigned or any one of them) and securities, (including part of the securities hereby pledged), as the Bank may see fit, without prejudice to the right of the Bank to hold, deal with and realize on the securities pledged hereunder to the Bank, in any manner which the Bank considers desirable.
- 5) It is understood and agreed that all securities held by the Bank as collateral may be at the option of the Bank upon the occurrence and during the continuation of a Default, registered in the name of the Bank's nominees. The Bank reserves the right to waive this option.
- 6) This agreement shall be binding upon the Undersigned and the heirs, executors, administrators, successors and assigns of the Undersigned and shall enure to the benefit of the Bank and its successors and assigns.
- 7) In connection with the securities mentioned in the foregoing, the Bank is hereby authorized on the occurrence and during the continuation of a Default, to sign on behalf of and as agent for the Undersigned such Income Tax Ownership Certificate(s) as may be required.

- 8) The Undersigned acknowledges receipt of a copy of this agreement.

EASTERN MEAT SOLUTIONS INC.

By: 

Name: ROBERT VANDON BROUCK

Title: PRESIDENT

By: 

Name: JAMES MCRAE

Title: SECRETARY

I/we have authority to bind the corporation.

Schedule of Securities

1. 100 Common Shares held by Eastern Meat Solutions Inc. in the capital stock of Sierra Custom Foods Inc.
2. 1,000 Class A Shares held by Eastern Meat Solutions Inc. in the capital stock of Sierra Supply Chain Services Inc.
3. 100 Common Shares held by Eastern Meat Solutions Inc. in the capital stock of Eastern Meat Solutions (USA) Corp.

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SECOND AMENDED AND RESTATED ASSIGNMENT OF INSURANCE

TO: BANK OF MONTREAL

1. Eastern Meat Solutions Inc., (“**EMS**”), Sierra Custom Foods Inc. (“**Custom**”) and Sierra Supply Chain Services Inc. (“**Chain**”) (and/or their respective predecessor corporations) (collectively, the “**Assignor**”), *inter alios*, previously executed and delivered in favour of Bank of Montreal (“**BMO**” or the “**Assignee**”) an assignment of insurance dated as of September 30, 2013 (as such assignment of insurance has been amended and/or amended and restated from time to time, including without limitation pursuant to an amended and restated assignment of insurance dated as of June 30, 2016, collectively, the “**Existing Assignment of Insurance**”).
2. The Assignor provided such Existing Assignment of Insurance in favour of BMO under and in connection with a credit agreement dated as of September 30, 2013 entered into among EMS, as borrower, Customer, Chain and Sierra Realty Corporation (the successor corporation to Sierra Madras Holding Inc.), as guarantors, and BMO, as lender (as such credit agreement has been amended and/or amended and restated from time to time, including without limitation pursuant to an amended and restated credit agreement dated as of June 30, 2016, as amended, collectively, the “**Original Credit Agreement**”).
3. The Assignor and BMO wish to amend and restate the terms of the Original Credit Agreement in its entirety and, as such, the Assignor and BMO have entered, or will enter, into a Second Amended and Restated Credit Agreement dated on or about the date hereof (as the same may be further amended, restated, amended and restated, extended, supplemented, varied, renewed, modified or replaced at any time and from time to time, the “**Credit Agreement**”) which amends, restates and replaces the Original Credit Agreement in its entirety and pursuant to which BMO has agreed, subject to certain terms and conditions, to extend credit and/or continue to extend credit, as applicable, and make certain other financial accommodations available to EMS.
4. As a condition to extending credit and/or continuing to extend credit to EMS under and in connection with the Credit Agreement, BMO has required, among other things, that to secure the payment and performance of the Assignor’s indebtedness, liabilities and obligations incurred or to be incurred to BMO under and in connection with the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement), the Assignor grant to BMO a continuing security interest over all of its insurance policies and proceeds thereunder in accordance with the terms of this Second Amended and Restated Assignment of Insurance (as the same may be further amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, this “**Assignment**”), which such Assignment amends and restates the Existing Assignment of Insurance in its entirety.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees with BMO as follows:

1. The Assignor hereby unconditionally and irrevocably assigns, transfers and sets over, to and in favor of Assignee as and by way of a fixed and specific assignment of, and grants to the Assignee a security interest in, all of the right, title, estate and interest of the Assignor in, to, under and in respect of:
 - (a) all risk insurance over all assets, undertaking and operations of the Assignor and all present and future insurance policies pertaining to all assets, undertaking and operations of the Assignor and all of its interest as beneficiary in respect of any present or future insurance policies on the lives of or in respect of the activities of any officer, director, employee, representative or agent of the Assignor, including, without limitation, the insurance policies listed on Schedule A attached hereto, as such policies may be renewed, amended or replaced from time to time (collectively, the "**Insurance**");
 - (b) all benefit, power and advantage of the Assignor to be derived from the Insurance and otherwise the right to enforce the rights of the Assignor thereunder in the name of the Assignor;
 - (c) all revenues, proceeds and other monies now due and payable or hereafter to become due and payable to the Assignor in respect of the Insurance or to be derived therefrom, if any, with full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other monies; and
 - (d) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to the Insurance;

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all rights, remedies, powers, privileges and claims of the Assignor thereunder (whether arising pursuant thereto or available to the Assignor at law or in equity) and each and every one of them, to hold and receive the same unto the Assignee with full power and authority to, upon the occurrence and during the continuation of an Event of Default, demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same in accordance with and subject to the terms of this Assignment. This Assignment is continuing security for the due payment and performance of all present and future debts, liabilities and obligations of Assignor to the Assignee (whether as principal debtor, guarantor, surety or otherwise) under or in connection with the Credit Agreement and the other Credit Documents. For greater certainty, all capitalized terms used but not otherwise defined herein have the meaning ascribed thereto in the Credit Agreement.

2. This Assignment and the assignment, mortgage, charge and security interest granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Assignee and this Assignment is a continuing assignment and agreement that shall remain in full force and effect until discharged by the Assignee by a release or discharge signed in writing by the Assignee; provided, however, that the Assignee shall be obligated to release and discharge in writing this Assignment when the Assignor ceases to be indebted to the Assignee. Notwithstanding the assignment contained herein,

the Assignee does not hereby assume and is not liable for any obligations or payments in respect of the any of the Insurance.

3. If any provision of this Assignment is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect. This Assignment shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and permitted assigns.
4. This Assignment amends and restates the Existing Assignment of Insurance and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the undersigned hereby irrevocably submits and attorns to the jurisdiction of the courts of the Province of Ontario for purposes of this Assignment.
5. Upon the execution and delivery of this Assignment by the Assignor to the Assignee, this Assignment shall supersede all provisions of the Existing Assignment of Insurance as of such date. The Assignor hereby agrees that, notwithstanding the execution and delivery of this Assignment, the liens, assignments and security interests created and provided for under the Existing Assignment of Insurance continue in effect under and pursuant to the terms of this Assignment for the benefit of all of the obligations secured hereby. Nothing herein contained shall in any manner affect or impair the priority of the liens, assignments and security interests created and provided for by the Existing Assignment of Insurance as to the indebtedness and obligations which would otherwise be secured thereby prior to giving effect to this Assignment.
6. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Assignment. For greater certainty, this Assignment may be executed and delivered by facsimile transmission or other electronic communication and each of the parties hereby may rely upon such facsimile signature or other electronic signature as though that facsimile signature or other electronic signature, as applicable, were an original handwritten signature.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the 14th day of September, 2022.

EASTERN MEAT SOLUTIONS INC.

By:

Name:

Title:



Robert Vanden Broek
President

By:

Name:

Title:

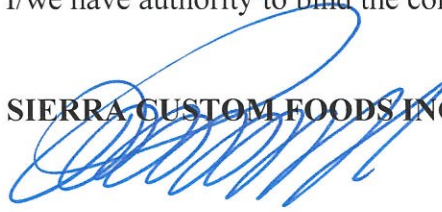
I/we have authority to bind the corporation

SIERRA CUSTOM FOODS INC.

By:

Name:

Title:



Robert Vanden Broek
President

By:

Name:

Title:

I/we have authority to bind the corporation

SIERRA SUPPLY CHAIN SERVICES INC.

By:

Name:

Title:



Robert Vanden Broek
President

By:

Name:

Title:

I/we have authority to bind the corporation

SCHEDULE A
TO ASSIGNMENT OF INSURANCE

	Type	Insurer	Policy No.	Expiration
1.	Commercial General Liability	Zurich Insurance Company	8846432	February 28, 2023
2.	Excess Liability	Zurich Insurance Company	8845725	February 28, 2023
3.	Commercial Property-All Risks	Zurich Insurance Company	8850748	March 14, 2023

**ACKNOWLEDGEMENT AND AGREEMENT REGARDING
SECURITY AND OTHER DOCUMENTS**

TO: Bank of Montreal

FROM: Sierra Custom Foods Inc.

DATE: September 14, 2022

RECITALS:

- A. Eastern Meat Solutions Inc. (“**EMS**”), as borrower, Sierra Custom Foods Inc. (“**Custom**”), Sierra Supply Chain Services Inc. (“**Chain**”) and Sierra Realty Corporation (“**Realty**”, the successor corporation to Sierra Madras Holdings Inc.) (and/or their respective predecessor corporations), as guarantors, and Bank of Montreal (“**BMO**”), as lender, previously entered into a credit agreement dated as of September 30, 2013, as amended, and as further amended and restated pursuant to an amended and restated credit agreement dated as of June 30, 2016, as amended (collectively, the “**Original Credit Agreement**”).
- B. Pursuant to the Original Credit Agreement, Custom provided certain security and other agreements (including acknowledgements) in favour of BMO, with respect to its obligations owing to BMO under and in connection with the Original Credit Agreement, which such security and other agreements are, in part, listed in Schedule “A” to this Agreement (such documents listed in Schedule “A”, collectively, the “**Existing Documents**”).
- C. Pursuant to the discharge and release dated on or about the date hereof (the “**Discharge and Release**”), BMO has agreed to grant the releases and discharges provided for therein with respect to the obligations of Realty under and in connection with the Original Credit Agreement, subject to and on the terms and conditions set out in the Discharge and Release
- D. EMS, Custom, Chain and BMO wish to make amendments to, and restate the terms of, the Original Credit Agreement in its entirety in order to, among other things, extend credit and/or continue to extend credit, as applicable, and make certain other financial accommodations available to EMS.
- E. It is a condition precedent to entering into a second amended and restated credit agreement dated on or about the date hereof (as the same may be further amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Credit Agreement**”) among EMS, Custom, Chain and BMO, that Custom execute and deliver this agreement (as the same may be amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Agreement**”) to and in favour of BMO.

NOW THEREFORE, in consideration of BMO entering into the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Custom acknowledges and agrees that (i) the Existing Documents are, subject to what is stated herein, in all respects hereby ratified and confirmed and all such Existing Documents remain in full force and effect in accordance with their respective terms, (ii) the Existing Documents that are security documents and the liens created and provided for therein, as applicable, secure the obligations of Custom arising under the Credit Documents (as defined in the Credit Agreement) to which Custom is a party, and (iii) the Existing Documents and the rights and remedies of the applicable counterparties thereto, the obligations of Custom thereunder, and the liens created and provided for, as applicable, in each Existing Document remain in full force and effect.
2. Custom acknowledges and agrees that, subject to what is stated in Section 5 below, this Agreement is not intended to amend or modify the terms of the Existing Documents, but only to clarify the intentions of the parties with respect to the scope thereof.
3. Custom represents and warrants that each of the Existing Documents remains in full force and effect, unamended (subject to the amendments effected by Section 5 herein) as of the date hereof and that it is Custom's intention that each of the Existing Documents continues to be a legal, valid and binding obligation of Custom, enforceable against Custom in accordance with its terms; and Custom has no knowledge that any person has taken any step to challenge such legality, validity, binding effect or enforceability of such Existing Documents.
4. Custom covenants and agrees that it shall at its own expense from time to time do, execute and deliver, or cause to be done, executed and delivered all such further assurances, documents, acts, matters and things that may be reasonably requested from time to time by BMO for the purposes of giving effect to this Agreement and the Existing Documents.
5. All references in the Existing Documents to the Original Credit Agreement shall be deemed to refer to the Original Credit Agreement, as amended, restated, amended and restated, extended, supplemented varied, modified, renewed or replaced at any time and from time to time, including pursuant to the Credit Agreement.
6. This Agreement shall be binding upon Custom and its successors and assigns and shall enure to benefit of BMO and its successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Custom has executed this Agreement as of the date and year first written above.

SIERRA CUSTOM FOODS INC.



By: _____
Name: Robert Vanden Broek
Title: President

By: _____
Name: _____
Title: _____

I/we have authority to bind the corporation

SCHEDULE A

1. Security Agreement dated as of September 30, 2013 executed by Custom in favour of BMO;
2. Guarantee of the obligations of EMS dated as of September 30, 2013 executed by Custom in favour of BMO;
3. Amended and Restated Assignment of Insurance dated as of June 30, 2016, executed by EMS, Custom, Chain and Realty in favour of BMO;
4. Acknowledgement and Agreement Regarding Security and Other Documents dated as of June 30, 2016 executed by Custom in favour of BMO; and
5. all other documents, agreements, instruments, confirmations, certificates and reports of whatsoever nature or kind previously delivered by or on behalf of Custom and/or its respective predecessor corporations in favour of BMO under or in connection with the Original Credit Agreement and the Credit Agreement, unless otherwise specifically released in writing by BMO or unless otherwise specifically amended in writing by the relevant parties.

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the locations set out in Schedule "A" hereto:

2. The Debtor hereby:

- (a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto;
- (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
- (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above;
- (d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom; and
- (e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the

"Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in Schedule "A" hereto but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situate or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligation of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such

companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
- (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;
- (e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In

exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitors fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

19. This Security Agreement is a security agreement within the meaning of the *Personal Property Security Act* (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

20. The Debtor Acknowledges receipt of a copy of this agreement.

21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation, resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

22. In the event of any conflict or inconsistency between the provisions of this Security Agreement and the provisions of the credit agreement dated as of September 30, 2013 among Eastern Meat Solutions Inc., as borrower, certain affiliates of Eastern Meat Solutions Inc., as guarantors, and the Bank, as lender, as the same may be amended, varied, supplemented, restated, amended and restated, renewed or replaced at any time and from time to time (the "Credit Agreement") then, notwithstanding anything contained in this Security Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Security Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency.

30 IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 30 day of September, 2013.

SIERRA CUSTOM FOODS INC.

By: _____

Name: _____

Title: _____

ROBERT VANDER BEEK
PRESIDENT

By: _____

Name: _____

Title: _____

JAMES K. BAE
SECRETARY

I/We have authority to bind the corporation

SCHEDULE "A"
ASSET LOCATIONS

19 Rangemore Road, Etobicoke, Ontario M8Z 5H9

TOR01: 5338306: v1

**ACKNOWLEDGEMENT AND AGREEMENT REGARDING
SECURITY AND OTHER DOCUMENTS**

TO: Bank of Montreal

FROM: Sierra Supply Chain Services Inc.

DATE : September 14, 2022

RECITALS:

- A. Eastern Meat Solutions Inc. (“**EMS**”), as borrower, Sierra Custom Foods Inc. (“**Custom**”), Sierra Supply Chain Services Inc. (“**Chain**”) and Sierra Realty Corporation (“**Realty**”, the successor corporation to Sierra Madras Holdings Inc.) (and/or their respective predecessor corporations), as guarantors, and Bank of Montreal (“**BMO**”), as lender, previously entered into a credit agreement dated as of September 30, 2013, as amended, and as further amended and restated pursuant to an amended and restated credit agreement dated as of June 30, 2016, as amended (collectively, the “**Original Credit Agreement**”).
- B. Pursuant to the Original Credit Agreement, Chain provided certain security and other agreements (including acknowledgements) in favour of BMO, with respect to its obligations owing to BMO under and in connection with the Original Credit Agreement, which such security and other agreements are, in part, listed in Schedule “A” to this Agreement (such documents listed in Schedule “A”, collectively, the “**Existing Documents**”).
- C. Pursuant to the discharge and release dated on or about the date hereof (the “**Discharge and Release**”), BMO has agreed to grant the releases and discharges provided for therein with respect to the obligations of Realty under and in connection with the Original Credit Agreement, subject to and on the terms and conditions set out in the Discharge and Release.
- D. EMS, Custom, Chain and BMO wish to make amendments to, and restate the terms of, the Original Credit Agreement in its entirety in order to, among other things, extend credit and/or continue to extend credit, as applicable, and make certain other financial accommodations available to EMS.
- E. It is a condition precedent to entering into a second amended and restated credit agreement dated on or about the date hereof (as the same may be further amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Credit Agreement**”) among EMS, Custom, Chain and BMO, that Chain execute and deliver this agreement (as the same may be amended, restated, amended and restated, extended, supplemented, varied, modified, renewed or replaced at any time and from time to time, the “**Agreement**”) to and in favour of BMO.


NOW THEREFORE, in consideration of BMO entering into the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Chain acknowledges and agrees that (i) the Existing Documents are, subject to what is stated herein, in all respects hereby ratified and confirmed and all such Existing Documents remain in full force and effect in accordance with their respective terms, (ii) the Existing Documents that are security documents and the liens created and provided for therein, as applicable, secure the obligations of Chain arising under the Credit Documents (as defined in the Credit Agreement) to which Chain is a party, and (iii) the Existing Documents and the rights and remedies of the applicable counterparties thereto, the obligations of Chain thereunder, and the liens created and provided for, as applicable, in each Existing Document remain in full force and effect.
2. Chain acknowledges and agrees that, subject to what is stated in Section 5 below, this Agreement is not intended to amend or modify the terms of the Existing Documents, but only to clarify the intentions of the parties with respect to the scope thereof.
3. Chain represents and warrants that each of the Existing Documents remains in full force and effect, unamended (subject to the amendments effected by Section 5 herein) as of the date hereof and that it is Chain's intention that each of the Existing Documents continues to be a legal, valid and binding obligation of Chain, enforceable against Chain in accordance with its terms; and Chain has no knowledge that any person has taken any step to challenge such legality, validity, binding effect or enforceability of such Existing Documents.
4. Chain covenants and agrees that it shall at its own expense from time to time do, execute and deliver, or cause to be done, executed and delivered all such further assurances, documents, acts, matters and things that may be reasonably requested from time to time by BMO for the purposes of giving effect to this Agreement and the Existing Documents.
5. All references in the Existing Documents to the Original Credit Agreement shall be deemed to refer to the Original Credit Agreement, as amended, restated, amended and restated, extended, supplemented varied, modified, renewed or replaced at any time and from time to time, including pursuant to the Credit Agreement.
6. This Agreement shall be binding upon Chain and its successors and assigns and shall enure to benefit of BMO and its successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Chain has executed this Agreement as of the date and year first written above.

SIERRA SUPPLY CHAIN SERVICES INC.

By: 
Name: Robert Vanden Broek
Title: President

By: _____
Name: _____
Title: _____

I/we have authority to bind the corporation

SCHEDULE A

1. Security Agreement dated as of September 30, 2013 executed by Chain in favour of BMO;
2. Guarantee of the obligations of EMS dated as of September 30, 2013 executed by Chain in favour of BMO;
3. Amended and Restated Assignment of Insurance dated as of June 30, 2016, executed by EMS, Custom, Chain and Realty in favour of BMO;
4. Guarantee of the obligations of Custom dated as of June 30, 2016 executed by Chain in favour of BMO;
5. Acknowledgement and Agreement Regarding Security and Other Documents dated as of June 30, 2016 executed by Chain in favour of BMO; and
6. all other documents, agreements, instruments, confirmations, certificates and reports of whatsoever nature or kind previously delivered by or on behalf of Chain and/or its respective predecessor corporations in favour of BMO under or in connection with the Original Credit Agreement and the Credit Agreement, unless otherwise specifically released in writing by BMO or unless otherwise specifically amended in writing by the relevant parties.

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the locations set out in Schedule "A" hereto:

2. The Debtor hereby:

- (a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto;
- (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
- (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above;
- (d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom; and
- (e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the

"Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in Schedule "A" hereto but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situate or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligation of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such

companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
- (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;
- (e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In

exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitors fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

19. This Security Agreement is a security agreement within the meaning of the *Personal Property Security Act* (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

20. The Debtor Acknowledges receipt of a copy of this agreement.

21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation, resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

22. In the event of any conflict or inconsistency between the provisions of this Security Agreement and the provisions of the credit agreement dated as of September 30 2013 among Eastern Meat Solutions Inc., as borrower, certain affiliates of Eastern Meat Solutions Inc., as guarantors, and the Bank, as lender, as the same may be amended, varied, supplemented, restated, amended and restated, renewed or replaced at any time and from time to time (the "Credit Agreement") then, notwithstanding anything contained in this Security Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Security Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 30 day of September, 2013.

SIERRA SUPPLY CHAIN SERVICES INC.

By: _____
Name: Robert Van der Bruggen
Title: President

By: _____
Name: Janos Kraw
Title: Secretary
I/We have authority to bind the corporation

SCHEDULE "A"

ASSET LOCATIONS

19 Rangemore Road, Etobicoke, Ontario M8Z 5H9

TOR01: 5338309: v1

This is Exhibit "P" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7332)

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 : EASTERN MEAT SOLUTIONS INC.

FILE CURRENCY : 12MAY 2024

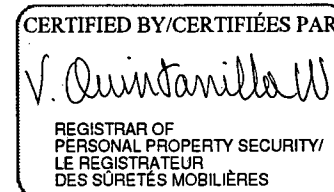
ENQUIRY NUMBER 20240513155820.35 CONTAINS 16 PAGE(S), 7 FAMILY(IES).

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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED...

2



(crfj6 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(7333)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
790481448

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20230202 1448 1532 5216	P PPSA	7

02

03

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

EASTERN MEAT SOLUTIONS INC.

ONTARIO CORPORATION NO.

ADDRESS

90 GLOVER ROAD

HAMILTON

ON L8W 3T7

05

06

07

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

08

09

SECURED PARTY /
LIEN CLAIMANT

CROWN CREDIT (CANADA) CORPORATION

ADDRESS

210 ANNAGEM BLVD.

MISSISSAUGA

ON L5T 2V5

COLLATERAL CLASSIFICATION

10

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

11

12

MOTOR

VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL

COLLATERAL

DESCRIPTION

ONE NEW 2023 CROWN TSP7000-33-675TT LIFT TRUCK(S), TOGETHER WITH ALL
ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS
ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM

16

17

REGISTERING

AGENT

CSRS

ADDRESS

4126 NORLAND AVE

BURNABY

BC

V5G 3S8

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

CONTINUED...

3

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11v 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(7334)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
790481448

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20230202 1448 1532 5216		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

03

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

06

DEBTOR
NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

10

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

11

12

MOTOR
VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL
COLLATERAL
DESCRIPTION

DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE
SERIAL NUMBER(S) - 10474160

16

17

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(7335)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
785809737

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20220815 1632 1532 2684	P PPSA	6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME EASTERN MEAT SOLUTIONS INC.

04 ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / CROWN CREDIT (CANADA) CORPORATION
LIEN CLAIMANT

09 ADDRESS 210 ANNAGEM BLVD. MISSISSAUGA ON L5T 2V5

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

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

13 GENERAL ONE NEW 2022 AUTOMHA PALLET RUNNER CART, TOGETHER WITH ALL
14 COLLATERAL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS
15 DESCRIPTION ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM

16 REGISTERING CSRS
AGENT

17 ADDRESS 4126 NORLAND AVE BURNABY BC V5G 3S8

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(7336)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
785809737

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20220815 1632 1532 2684

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE
14 COLLATERAL SERIAL NUMBER(S) - N/A
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(7337)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
778121793

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20211110 1447 1530 4458	P PPSA	7

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME EASTERN MEAT SOLUTIONS INC.

04 ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / CROWN CREDIT (CANADA) CORPORATION

09 LIEN CLAIMANT ADDRESS 210 ANNAGEM BLVD. MISSISSAUGA ON L5T 2V5

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL THREE NEW 2021 CROWN TSP7000-33-675TT LIFT TRUCK(S), TOGETHER WITH
14 COLLATERAL ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS
15 DESCRIPTION ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS

17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(7338)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
778121793

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 002 20211110 1447 1530 4458

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE
14 COLLATERAL SERIAL NUMBER(S) 10344868, 10344913, 10344996
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(7339)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
772697232

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20210520 1715 1532 1212	P PPSA	04

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME EASTERN MEAT SOLUTIONS INC.

04 ADDRESS 500-302 THE EAST MALL ETOBICOKE ONTARIO CORPORATION NO. ON M9B 6C7

05 DEBTOR DATE OF BIRTH 02JUN1965 FIRST GIVEN NAME ROBERT INITIAL J SURNAME VANDEN BROEK

06 DEBTOR BUSINESS NAME ADDRESS 80 KINGSWAY CRESCENT ETOBICOKE ONTARIO CORPORATION NO. ON M8X 2R6

08 SECURED PARTY / LIEN CLAIMANT GM FINANCIAL CANADA LEASING LTD.

09 ADDRESS 2001 SHEPPARD AVE. STE 600 TORONTO ON M2J 4Z8

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
	X		X		X	X	152365.00 18MAY2025

11 YEAR MAKE 2021 CADILLAC MODEL ESCALADE V.I.N. 1GYS4DKL6MR337263

13 GENERAL THE FULL DEBTOR NAME IS - ROBERT JACOBUS VANDEN BROEK

14 COLLATERAL DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(7340)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20240510 1214 1532 0744	
21	RECORD REFERENCED	FILE NUMBER	772697232		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED C DISCHARGE	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	EASTERN MEAT SOLUTIONS INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06		ONTARIO CORPORATION NO.			
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	D + H LIMITED PARTNERSHIP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON L4Z 1H8

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(7341)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
768276963

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20201203 1715 1532 1946	P PPSA	04

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME EASTERN MEAT SOLUTIONS INC

04 ADDRESS 500-302 THE EAST MALL ETOBICOKE ONTARIO CORPORATION NO. ON M9B 6C7

05 DEBTOR DATE OF BIRTH 02JUN1965 FIRST GIVEN NAME ROBERT INITIAL J SURNAME VANDEN BROEK

06 NAME BUSINESS NAME

07 ADDRESS 80 KINGSWAY CRESCENT ETOBICOKE ONTARIO CORPORATION NO. ON M8X 2R6

08 SECURED PARTY / LIEN CLAIMANT GM FINANCIAL CANADA LEASING LTD.

09 ADDRESS 2001 SHEPPARD AVE. STE 600 TORONTO ON M2J 4Z8

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X				X	X	67900.00	30NOV2024	

11 MOTOR YEAR MAKE 2021 CADILLAC MODEL XT5 AWD V.I.N. 1GYKNFRS0MZ101259

12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(7342)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
752676237

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20190625 1159 6005 2115	P PPSA	05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME EASTERN MEAT SOLUTIONS INC.

04 ADDRESS 302 THE EAST MALL, SUITE 500 ETOBICOKE ONTARIO CORPORATION NO. ON M9B 6C7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERCVICES

07 ADDRESS 302 THE EAST MALL, SUITE 500 ETOBICOKE ONTARIO CORPORATION NO. ON M9B 6C7

08 SECURED PARTY / CWB NATIONAL LEASING INC.

09 LIEN CLAIMANT ADDRESS 1525 BUFFALO PLACE (2942002) WINNIPEG MB R3T 1L9

10 COLLATERAL 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 ALL COMPUTER SOFTWARE, COMPUTER EQUIPMENT, SERVER OF EVERY NATURE OR
14 COLLATERAL KIND DESCRIBED IN AGREEMENT NUMBER 2942002, BETWEEN THE SECURED PARTY
15 DESCRIPTION AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1/v 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(7343)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
752676237

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20190625 1159 6005 2115		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR
VEHICLE

GENERAL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND
COLLATERAL DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
RÉGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(7344)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
689684301

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20130822 1352 1862 2596	P PPSA	10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME EASTERN MEAT SOLUTIONS INC.

04 ADDRESS 19 RANGEMORE ROAD ETOBICOKE ON M8Z 5H9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BANK OF MONTREAL

09 LIEN CLAIMANT ADDRESS 100 KING STREET WEST, 11TH FLOOR TORONTO ON M5X 1A1

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

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

12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING BORDEN LADNER GERVAIS LLP (J. GRANT)

17 AGENT ADDRESS 40 KING STREET WEST, SUITE 4400 TORONTO ON M5H 3Y4

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(7345)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220704 1329 1590 9800	
21	RECORD REFERENCED	FILE NUMBER	689684301		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	EASTERN MEAT SOLUTIONS INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO REFLECT A CHANGE IN THE DEBTOR'S ADDRESS			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	EASTERN MEAT SOLUTIONS INC.		
06	ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA	ONTARIO CORPORATION NO.	ON L4W 4T9
04/07	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	BORDEN LADNER GERVAIS LLP (C. CHIEN)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	22 ADELAIDE STREET WEST	TORONTO	ON M5H 4E3

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(7346)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20220704 1451 1590 9878	
21	RECORD REFERENCED	FILE NUMBER 689684301		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME EASTERN MEAT SOLUTIONS INC.		
25	OTHER CHANGE REASON/ DESCRIPTION			
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL
03/ 06	BUSINESS NAME			
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	AMOUNT	MATURITY OR
				MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL
12	VEHICLE			V.I.N.
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	BORDEN LADNER GERVAIS LLP (C. CHIEN)		
17	SECURED PARTY/ LIEN CLAIMANT	22 ADELAIDE STREET WEST	TORONTO	ON M5H 4E3

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155820.35

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

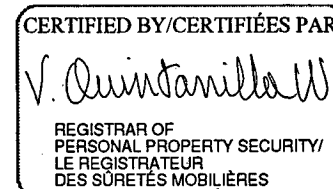
REPORT : PSSR060
PAGE : 16
(7347)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EASTERN MEAT SOLUTIONS INC.
FILE CURRENCY : 12MAY 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
790481448	20230202 1448 1532 5216			
785809737	20220815 1632 1532 2684			
778121793	20211110 1447 1530 4458			
772697232	20210520 1715 1532 1212	20240510 1214 1532 0744		
768276963	20201203 1715 1532 1946			
752676237	20190625 1159 6005 2115			
689684301	20130822 1352 1862 2596	20220704 1329 1590 9800	20220704 1451 1590 9878	

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



(crj6 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7348)

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 : SIERRA CUSTOM FOODS INC.

FILE CURRENCY : 12MAY 2024

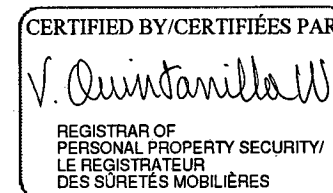
ENQUIRY NUMBER 20240513155839.38 CONTAINS 86 PAGE(S), 27 FAMILY(IES).

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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED...

2



(crfj6 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(7349)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
798204924

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20231018 1658 1530 4745	P PPSA	5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(7350)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
798204924

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20231018 1658 1530 4745		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION INDUSTRIAL DESIGN 15 FOOT S/N- 1322201 AND 2023 FOSS FOOD SCAN S/N- 91910222, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL

REGISTERING AGENT

ADDRESS

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(7351)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
798204924

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20231018 1658 1530 4745		

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

ONTARIO CORPORATION NO.

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

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT
10 ADDRESS

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
17 ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED
THEREFROM.

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(7352)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797986503

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20231011 1226 1901 0395	P PPSA	05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SIERRA CUSTOM FOODS INC

07 ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9

08 SECURED PARTY / PNC VENDOR FINANCE CORPORATION CANADA

LIEN CLAIMANT

09 ADDRESS 2-4145 NORTH SERVICE ROAD BURLINGTON ON L7L 6A3

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2018 CROWN RD5725-32 1A517981

13 GENERAL 1 USED 2018 CROWN RD5725-32 LIFT TRUCK S/N 1A517981 TOGETHER WITH ALL
14 COLLATERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS,
15 DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING.

16 REGISTERING ESC CORPORATE SERVICES LTD.
17 AGENT

ADDRESS 201-1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(7353)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797986503

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20231011 1226 1901 0395

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT
14 COLLATERAL LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,
15 DESCRIPTION DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(7354)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797986503

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20231011 1226 1901 0395

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL 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 TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(7355)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
797803812

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20231004 1446 1529 6410	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ADDRESS ON L7L 5Z1

SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1

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

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

GENERAL COLLATERAL DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF ONE (1) 2023 FORTRESS EPD STEALTH METAL DETECTOR S/N CD31370, ONE (1) 2023 FORTRESS EPD STEALTH

REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

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RUN NUMBER : 134
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(7356)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC..
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797803812

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20231004 1446 1529 6410		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL MCONVEYOR SYSTEM S/N CC07215, TOGETHER WITH ALL PARTS AND
14 COLLATERAL ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND
15 DESCRIPTION ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(7357)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
797803812

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20231004 1446 1529 6410		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR

03

NAME

BUSINESS NAME

04

ADDRESS

ONTARIO CORPORATION NO.

05

DEBTOR

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

06

NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY /

09

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

10

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

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND
ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(7358)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795867885

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 3 20230802 1434 1590 4895 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA CUSTOM FOODS INC

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LINDE CANADA INC.

09 LIEN CLAIMANT ADDRESS 1 CITY CENTRE DRIVE MISSISSAUGA ON L5B 1M2

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

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

13 GENERAL EQUIPMENT SUPPLIED BY THE SECURED PARTY, CONSISTING OF BULK CRYOGENIC
14 COLLATERAL STORAGE TANKS USED FOR THE STORAGE, FILLING AND DELIVERY OF
15 DESCRIPTION INDUSTRIAL AND MEDICAL GASES INCLUDING, WITHOUT LIMITATION, ARGON,

16 REGISTERING LINDE CANADA
AGENT

17 ADDRESS 500-5015 SPECTRUM WAY MISSISSAUGA ON L4W 0W4

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(7359)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
795867885

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20230802 1434 1590 4895		

02

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

DEBTOR
NAME

BUSINESS NAME

04

ADDRESS

ONTARIO CORPORATION NO.

05

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

DEBTOR
NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

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

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

HYDROGEN, CARBON DIOXIDE, NITROGEN, NITROUS OXIDE AND OXYGEN, AND
CRYOGENIC FREEZERS, TOGETHER WITH ALL RELATED ACCESSORIES, PARTS,
COMPONENTS AND ATTACHMENTS AND ALL PROCEEDS OF OR RELATING TO ANY OF

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(7360)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795867885

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20230802 1434 1590 4895

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL 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 THE FOREGOING AS WELL AS ALL PRESENT OR AFTER-ACQUIRED PROPERTY THAT
14 COLLATERAL MAY BE DERIVED FROM THE SALE OR OTHER DISPOSITION OF THE COLLATERAL
15 DESCRIPTION DESCRIBED HEREIN.

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(7361)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794741202

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 003 20230627 1744 1531 5317 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 90 GLOVER ROAD HAMILTON ON LBW 3T7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 LIEN CLAIMANT ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1

10 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 MOTOR YEAR MAKE MODEL V.I.N.
2023 FORTRESS / C-V72X18BSA CC07215
12 VEHICLE 2023 STEALTH / 20X12S-EPB CD31370

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE
14 COLLATERAL IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER
15 DESCRIPTION SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

16 REGISTERING D+H LIMITED PARTNERSHIP
AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(7362)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
794741202

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20230627 1744 1531 5317		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

16

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(7363)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
794741202

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20230627 1744 1531 5317		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

GENERAL THEREFROM.

COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

17

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(7364)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792788958

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20230428 1037 1529 2425	P PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

ADDRESS 90 GLOVER ROAD HAMILTON

ONTARIO CORPORATION NO.
ON LBW 3T7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON

ON L7L 5Z1

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2022 DIGI LI-700, S/N 220557004, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL

REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(7365)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792788958

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20230428 1037 1529 2425		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

GENERAL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

REGISTERING AGENT

ADDRESS

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

CONTINUED...

19

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(7366)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792788958

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20230428 1037 1529 2425		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

MOTOR
VEHICLE

GENERAL THEREFROM.

COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

20

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(7367)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792484335

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20230419 0844 1901 8939	P PPSA	02

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

ADDRESS 302 THE EAST MALL, SUITE 500 TORONTO

ONTARIO CORPORATION NO.
ON M9B 6C7

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / TIP FLEET SERVICES CANADA LTD.

LIEN CLAIMANT

ADDRESS 1880 BRITANNIA ROAD EAST MISSISSAUGA ON L4W 1J3

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
1999	STOUGHTON	VAN-STORAGE-53-	1DW1A5328XS270131

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING AGENT ESC CORPORATE SERVICES LTD.

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(7368)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792453969

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20230418 1125 1902 0877	P PPSA	05

02 DEBTOR
03 NAME
04 BUSINESS NAME
05 SIERRA SUPPLY CHAIN SERVICES INC.
06 DATE OF BIRTH
07 FIRST GIVEN NAME
08 INITIAL
09 SURNAME

04 ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9

05 DEBTOR
06 NAME
07 BUSINESS NAME
08 DATE OF BIRTH
09 FIRST GIVEN NAME
10 INITIAL
11 SURNAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT PNC VENDOR FINANCE CORPORATION CANADA

09 ADDRESS 2-4145 NORTH SERVICE ROAD BURLINGTON ON L7L 6A3

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

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2018 CROWN RD5725-32 1A517981

13 GENERAL 2018 CROWN RD5725-32 LIFT TRUCK S/N 1A517981 TOGETHER WITH ALL
14 COLLATERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS,
15 DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING.

16 REGISTERING ESC CORPORATE SERVICES LTD.
17 AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(7369)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792453969

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20230418 1125 1902 0877		

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT
14 COLLATERAL LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,
15 DESCRIPTION DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(7370)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792453969

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	003	3		20230418 1125 1902 0877		

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

ONTARIO CORPORATION NO.

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 DATE OF BIRTH
09 FIRST GIVEN NAME
10 INITIAL
11 SURNAME

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT
10 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
11							

11 MOTOR VEHICLE
12 YEAR MAKE
13 MODEL
14 VIN

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.

16 REGISTERING
17 AGENT
18 ADDRESS

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(7371)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
	PAGES	SCHEDULE NUMBER UNDER
01	001	3
21	FILE NUMBER	792453969
22	PAGE-AMENDED	NO SPECIFIC PAGE-AMENDED
23	REFERENCE	FIRST GIVEN-NAME
24	DEBTOR/ TRANSFEROR	BUSINESS-NAME SIERRA SUPPLY CHAIN SERVICES INC.
25	OTHER CHANGE	REASON/ DESCRIPTION
26		AMEND GENERAL COLLATERAL ADD DEBTOR SIERRA CUSTOM FOODS INC. (5090
27		EXPLORER DRIVE, SUITE 203, MISSISSAUGA, ON, L4W4T9) DELETE ASSET
28		2018 CROWN RD5725-32 (1A517981) ADD ASSET 2017 CROWN RMD6025-32
02/	DATE OF BIRTH	FIRST GIVEN-NAME
05	DEBTOR/	INITIAL SURNAME
03/	TRANSFeree	BUSINESS-NAME SIERRA CUSTOM FOODS INC.
06		
04/07	ADDRESS	5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9
29	ASSIGNOR	
08	SECURED PARTY/LIEN-CLAIMANT/ASSIGNEE	
09	ADDRESS	
10	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF MATURITY OR NO-FIXED MATURITY DATE
11	MOTOR	YEAR MAKE MODEL V.I.N.
12	VEHICLE	2017 CROWN RMD6025-32 1A501512
13	GENERAL	2017 CROWN RMD6025-32 LIFT TRUCK S/N 1A501512 TOGETHER WITH ALL
14	COLLATERAL	ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS,
15	DESCRIPTION	SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING.
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2hv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(7372)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	3		20231005 1917 5064 8972	
21	RECORD REFERENCED	FILE NUMBER	792453969		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/	(1A501512)			
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL	ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT			
14	COLLATERAL	LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,			
15	DESCRIPTION	DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,			
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(7373)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	3	20231005 1917 5064 8972	
21	RECORD FILE NUMBER	792453969		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL	TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.		
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

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

CONTINUED...

27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 27
(7374)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20231011 1213 1902 0424	
21	RECORD REFERENCED	FILE NUMBER	792453969		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 01	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL COLLATERAL DESCRIPTION				
13	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

CONTINUED...

28

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(7375)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792468639

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20230418 1726 1902 1187	P PPSA	02

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

ADDRESS 302 THE EAST MALL, SUITE 500 TORONTO

ONTARIO CORPORATION NO.
ON M9B 6C7

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / TIP FLEET SERVICES CANADA LTD.

LIEN CLAIMANT

ADDRESS 1880 BRITANNIA ROAD EAST MISSISSAUGA ON L4W 1J3

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
1999 STOUGHTON VAN-STORAGE-53- 1DW1A5328XS270131

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT ESC CORPORATE SERVICES LTD.

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(7376)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
791206182

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20230303 1441 1530 7289	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				
03				

03 DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 90 GLOVER ROAD HAMILTON

ONTARIO CORPORATION NO.
ON LBW 3T7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				
06				

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON

ON L7L 5Z1

COLLATERAL 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 ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,
14 COLLATERAL WHEREVER SITUATED, CONSISTING OF (1) 2023 FORTRESS 20X7S-EPB STEALTH
15 DESCRIPTION S/N- CD30646, (1) 2023 FORTRESS 20X7S-EPB STEALTH S/N- CD30647, (1)

16 REGISTERING AGENT D+H LIMITED PARTNERSHIP

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE

BURNABY

BC V5G 3S8

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

CONTINUED...

30

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(7377)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791206182

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20230303 1441 1530 7289

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL 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 2023 FORTRESS STOP ALARM S/N- CC07064, (1) 2023 FORTRESS STOP ALARM
14 COLLATERAL S/N- CC07065, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING
15 DESCRIPTION THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

31

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 31
(7378)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
791206182

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20230303 1441 1530 7289		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME	BUSINESS NAME

ONTARIO CORPORATION NO.

DEBTOR NAME	ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME	BUSINESS NAME

ONTARIO CORPORATION NO.

DEBTOR NAME	ADDRESS

SECURED PARTY / LIEN CLAIMANT	ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION	THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

REGISTERING AGENT	ADDRESS

ADDRESS

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

CONTINUED...

32

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(7379)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789497928

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20221221 1935 1531 5114	P PPSA	5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,
14 COLLATERAL WHEREVER SITUATED, CONSISTING OF 2023 DIGI AW5600ATII-AI, S/N
15 DESCRIPTION 20411065, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

16 REGISTERING AGENT D+H LIMITED PARTNERSHIP

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 33
(7380)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789497928

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20221221 1935 1531 5114

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

34

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 34
(7381)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789497928

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	003		20221221 1935 1531 5114		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL THEREFROM.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

35

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(7382)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	003		20221223 1935 1531 5281	
21	RECORD REFERENCED	FILE NUMBER	789497928		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA CUSTOM FOODS INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO AMEND EQUIPMENT YEAR			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE	
10		INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT		
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR VEHICLE				
12	GENERAL COLLATERAL				
13	DESCRIPTION	ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2020 DIGI AW5600ATII-AI SN 20411065, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL			
14	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY BC	V5G 3S8

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

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 36
(7383)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	003	20221223 1935 1531	5281
21	RECORD REFERENCED	FILE NUMBER	789497928	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL	ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL		
14	COLLATERAL	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR		
15	DESCRIPTION	ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED		
16	REGISTERING AGENT OR			
17	SECURED PARTY/	ADDRESS		
	LIEN CLAIMANT			

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

CONTINUED...

37

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 37
(7384)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	03	003		20221223 1935 1531 5281	
21	RECORD REFERENCED	FILE NUMBER	789497928		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL	THEREFROM.			
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 38
(7385)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
786276675

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20220830 1936 1531 8731	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1

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

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED
14 COLLATERAL PARTY, WHEREVER SITUATED, CONSISTING OF ONE (1) FLOOR SCALE (2)
15 DESCRIPTION KNIFE SANITIZERS (1) COMBO DUMPER (1) MEAT PUMP (13) ROLLER TABLES

16 REGISTERING D+H LIMITED PARTNERSHIP
17 AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 39
(7386)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
786276675

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20220830 1936 1531 8731		

02

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

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

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

AS PER 864773 ONTARIO INC. REVISED INVOICE 501., TOGETHER WITH ALL
PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES
AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 40
(7387)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
786276675

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20220830 1936 1531 8731		

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

09

LIEN CLAIMANT

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER INCLUDED

MATURITY OR

MATURITY DATE

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND
ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

41

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 41
(7388)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
783059553

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20220517 1048 1529 9491	P PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME SIERRA CUSTOM FOODS INC.

ONTARIO CORPORATION NO.
ON L6T 3W5

ADDRESS 275 WALKER DRIVE BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2021/PLASMETAL / 909-372/84413010, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL

REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 42
(7389)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
783059553

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20220517 1048 1529 9491

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

43

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 43
(7390)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
783059553

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20220517 1048 1529 9491		

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL 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 THEREFROM.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

44

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 44
(7391)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
781051869

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20220311 1931 1531 7104	P PPSA	6

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,
14 COLLATERAL WHEREVER SITUATED, CONSISTING OF 2021 FORTRESS 72SS12BR RETRACT S/N-
15 DESCRIPTION CC06574, 2021 FORTRESS 96SS12B NO REJECT S/N- CC06581 AND 2021

16 REGISTERING AGENT D+H LIMITED PARTNERSHIP

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 45
(7392)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
781051869

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20220311 1931 1531 7104

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL FORTRESS 4X8S-EPB STEALTH S/N- CD29300, TOGETHER WITH ALL PARTS AND
14 COLLATERAL ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND
15 DESCRIPTION ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

46

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 46
(7393)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
781051869

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20220311 1931 1531 7104

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL 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 ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND
14 COLLATERAL ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

47

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 47
(7394)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
777638853

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20211026 1251 6005 5689	P PPSA	06

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 203-5090 EXPLORER DR. MISSISSAUGA ON L4W 4T9 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / CWB NATIONAL LEASING INC.
LIEN CLAIMANT

09 ADDRESS 1525 BUFFALO PLACE (3066734) WINNIPEG MB R3T 1L9

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

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL ALL INDUSTRIAL EQUIPMENT-METAL DETECTOR, CONVEYOR-BELT STOP ALARM OF
14 COLLATERAL EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3066734, BETWEEN
15 DESCRIPTION CATALYST FINANCE PARTNERS INC., AS ORIGINAL SECURED PARTY AND THE

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

48

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 48
(7395)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
777638853

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20211026 1251 6005 5689		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL VIN

MOTOR VEHICLE

GENERAL DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO
COLLATERAL THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL
DESCRIPTION ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND

REGISTERING AGENT

ADDRESS

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

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 49
(7396)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
777638853

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20211026 1251 6005 5689		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL VIN

MOTOR VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

50

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 50
(7397)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776851686

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	004		20210929 1050 1529 1912	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

02	DEBTOR			
03	NAME	BUSINESS NAME	SIERRA CUSTOM FOODS INC.	

04	ADDRESS	275 WALKER DRIVE	BRAMPTON	ONTARIO CORPORATION NO.	ON	L6T 3W5
----	---------	------------------	----------	-------------------------	----	---------

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

05	DEBTOR			
06	NAME	BUSINESS NAME		
07	ADDRESS			ONTARIO CORPORATION NO.

08	SECURED PARTY /	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
----	-----------------	---

09	LIEN CLAIMANT	ADDRESS	3450 SUPERIOR COURT, UNIT 1	OAKVILLE	ON	L6L 0C4
----	---------------	---------	-----------------------------	----------	----	---------

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
------------------	------	------	-------	--------

13	GENERAL	ALL PERSONAL PROPERTY OF THE DEBTOR
14	COLLATERAL	FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF
15	DESCRIPTION	2020 MANITOWOC RFF1300A-261, S/N M10298472020, 2021 CARLISLE

16	REGISTERING AGENT	D+H LIMITED PARTNERSHIP
----	----------------------	-------------------------

17	ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8
----	---------	--------------------------------	---------	----	---------

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

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 51
(7398)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776851686

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	004		20210929 1050 1529 1912		

02

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

09

LIEN CLAIMANT

ADDRESS

10

COLLATERAL CLASSIFICATION

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

11

MOTOR VEHICLE

YEAR MAKE

MODEL

V.I.N.

12

13

GENERAL

ROTECTOR 3800 ICAP WEIGHING STATION S/N 38HH18141, 2019 HENNEKEN

14

COLLATERAL

B4000 S/N- B4000151935371, 2021 RICE LAKE 480PLUS-2A, S/N- 000037925

15

DESCRIPTION

2021 ALLEGRO BRINE CUSTOM FAB MIXER AND 2021 ALLGRO V-MAG CUSTOM FAB

16

REGISTERING AGENT

17

ADDRESS

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

CONTINUED...

52

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 52
(7399)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
776851686

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	004		20210929 1050 1529 1912		

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL BUGGY DUMPER TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING

14 COLLATERAL THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR

15 DESCRIPTION THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

53

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 53
(7400)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776851686

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20210929 1050 1529 1912		

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

ONTARIO CORPORATION NO.

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

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT
10 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE
12 VEHICLE MODEL VIN

13 GENERAL OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM
14 COLLATERAL DERIVED THEREFROM.
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

54

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 54
(7401)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
772889598

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	002		20210527 1936 1531 0006	P PPSA	4

02

03

DEBTOR
NAME

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	SIERRA CUSTOM FOODS INC.		

04

BUSINESS NAME

ADDRESS 275 WALKER DRIVE BRAMPTON

ONTARIO CORPORATION NO.
ON L6T 3W5

05

06

DEBTOR
NAME

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

07

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

08

09

SECURED PARTY /
LIEN CLAIMANT

DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

10

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

11

12

MOTOR
VEHICLE

YEAR	MAKE	MODEL	V.I.N.

13

14

15

GENERAL
COLLATERAL
DESCRIPTION

ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,
WHEREVER SITUATED, CONSISTING OF SMART WATER VALVE, TOGETHER WITH
ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,

16

17

REGISTERING
AGENT

D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 55

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlfv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 55
(7402)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
772889598

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20210527 1936 1531 0006		

02

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

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

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,
SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE
FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

56

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 56
(7403)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
770511276

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20210311 1934 1531 8753	P PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS

SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

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

YEAR MAKE MODEL V.I.N.
2021 CROWN / SC524540TT 10249732

GENERAL COLLATERAL DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 57

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 57
(7404)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
770511276

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20210311 1934 1531 8753		

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

ONTARIO CORPORATION NO.

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

ONTARIO CORPORATION NO.

09 SECURED PARTY / LIEN CLAIMANT
10 ADDRESS

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

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

13 GENERAL DESCRIPTION
14 ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
16 ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

58

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 58
(7405)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
770511276

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20210311 1934 1531 8753		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR
VEHICLE

GENERAL THEREFROM.

COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

59

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr11v 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 59
(7406)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768311064

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20201204 1431 1530 0534	P PPSA	6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

ADDRESS 275 WALKER DRIVE BRAMPTON

ONTARIO CORPORATION NO.
ON L6T 3W5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY /
LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE

ON L6L 0C4

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
2015 CROWN / FC4525-50 9A217110

GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE
COLLATERAL IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER
DESCRIPTION SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

REGISTERING
AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 60

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 60
(7407)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
768311064

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	003		20201204 1431 1530 0534		

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED...

61

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv-05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 61
(7408)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
768311064

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20201204 1431 1530 0534

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL THEREFROM.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

62

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 62
(7409)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20210201 1945 1531 8121	
21	RECORD REFERENCED	FILE NUMBER	768311064		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA CUSTOM FOODS INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	ASSET SERIAL NUMBER CORRECTION			
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE		DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE	2015	CROWN	RD5225-30	1A436442
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 63

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 63
(7410)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
766565577

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20201007 1937 1531 8774	P PPSA	6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS

SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL VIN
2020 POSS / PROMAX 3000 2205

GENERAL COLLATERAL DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 64

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 64
(7411)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
766565577

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20201007 1937 1531 8774		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

REGISTERING

AGENT

ADDRESS

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

CONTINUED...

65

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 65
(7412)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
766565577

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20201007 1937 1531 8774		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL THEREFROM.

COLLATERAL DESCRIPTION

REGISTERING AGENT

ADDRESS

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

CONTINUED...

66

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 66
(7413)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761202891

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 003 20200324 1942 1531 7727 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 LIEN CLAIMANT ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

10 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 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2019 DIGI / AW5600AT 19116204

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE
14 COLLATERAL IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER
15 DESCRIPTION SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

16 REGISTERING D+H LIMITED PARTNERSHIP
17 AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 67

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 67
(7414)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761202891

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20200324 1942 1531 7727		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

GENERAL
COLLATERAL
DESCRIPTION

ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

68

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 68
(7415)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761202891

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20200324 1942 1531 7727

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL THEREFROM.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

69

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 69
(7416)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
760753485

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 003 20200309 1434 1530 4460 P PPSA 6

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 5P9

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 LIEN CLAIMANT ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

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

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

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,
14 COLLATERAL WHEREVER SITUATED, CONSISTING OF FORTRESS 20XS7S-EPB METAL DETECTOR,
15 DESCRIPTION S/N 26428 AND FORTRESS CONVEYOR-BELT STOP ALARM, S/N- CVF4313 WITH

16 REGISTERING D+H LIMITED PARTNERSHIP
17 AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 70

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv/05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 70
(7417)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
760753485

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20200309 1434 1530 4460		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL ATTACHMENTS AND ACCESSORIES, TOGETHER WITH ALL PARTS AND ACCESSORIES
COLLATERAL RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS
DESCRIPTION THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

71

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 71
(7418)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
760753485

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20200309 1434 1530 4460		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

GENERAL ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND
COLLATERAL ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

72

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 72
(7419)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
756525996

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20191015 1447 1530 1359	P PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS ON L6T 3W5

SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL VIN
2019 ALLEGRO / POSS BONES W219115002
2019 ALLEGRO / POSS BONES W219115003

GENERAL COLLATERAL DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 73

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 73
(7420)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
756525996

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20191015 1447 1530 1359		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
2019 ALLEGRO / POSS BONES W219115004
2019 ALLEGRO / POSS BONES W219115001

GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

74

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 74
(7421)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
756525996

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20191015 1447 1530 1359		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR
VEHICLE

GENERAL THEREFROM.

COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED... 75

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11v 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 75
(7422)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
753694614

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20190724 1444 1530 7291	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 LIEN CLAIMANT ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

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

11 MOTOR YEAR MAKE 2019 MAKE / PROMAX300C MODEL V.I.N. 2101

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE
14 COLLATERAL IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER
15 DESCRIPTION SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

16 REGISTERING D+H LIMITED PARTNERSHIP
17 AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 76

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 76
(7423)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
753694614

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20190724 1444 1530 7291		

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

ONTARIO CORPORATION NO.

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 DATE OF BIRTH
09 FIRST GIVEN NAME
10 INITIAL
11 SURNAME

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT
10 ADDRESS

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
17 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING
17 AGENT
18 ADDRESS

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

CONTINUED... 77

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11/05/2022

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 77
(7424)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
753694614

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	003		20190724 1444 1530 7291		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL THEREFROM.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

78

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 78
(7425)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
753308208

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20190712 1444 1530 2803	P PPSA	5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 LIEN CLAIMANT ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

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 2018 DIGI / AW5600AT 18118691

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE
14 COLLATERAL IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER
15 DESCRIPTION SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

16 REGISTERING D+H LIMITED PARTNERSHIP
17 AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 79

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 79
(7426)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
753308208

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20190712 1444 1530 2803		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

13 GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

80

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 80
(7427)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
753308208

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20190712 1444 1530 2803

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL THEREFROM.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

81

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 81
(7428)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
743678361

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180912 1542 2836 0265	P PPSA	06

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ADDRESS

SECURED PARTY / YALE INDUSTRIAL TRUCKS INC.

LIEN CLAIMANT ADDRESS 340 HANLAN ROAD WOODBRIDGE ON L4L 3P6

COLLATERAL CLASSIFICATION

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

MOTOR	YEAR MAKE	MODEL	V.I.N.
11	2012 YALE	ERP040VTN36TE082/18	G807N04145K
12	2013 YALE	ERP040VFN48TE082/18	A955N02242L

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

82

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11v 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 82
(7429)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
689684427

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 001 20130822 1355 1862 2599 P PPSA 10

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA CUSTOM FOODS INC.

04 ADDRESS 19 RANGEMORE ROAD ETOBICOKE ONTARIO CORPORATION NO. ON M8Z 5H9

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BANK OF MONTREAL

09 LIEN CLAIMANT ADDRESS 100 KING STREET WEST, 11TH FLOOR TORONTO ON M5X 1A1

10 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
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING BORDEN LADNER GERVAIS LLP (J. GRANT)
AGENT

17 ADDRESS 40 KING STREET WEST, SUITE 4400 TORONTO ON M5H 3Y4

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

CONTINUED... 83

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij11v 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 83
(7430)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220704 1328 1590 9798	
21	RECORD REFERENCED	FILE NUMBER	689684427		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA CUSTOM FOODS INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO REFLECT A CHANGE IN THE DEBTOR'S ADDRESS			
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	TRANSFEE	BUSINESS NAME	SIERRA CUSTOM FOODS INC.		
04/07	ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA	ONTARIO CORPORATION NO.	ON L4W 4T9
29	ASSIGNOR				
08	SECURED PARTY/ LIEN CLAIMANT/ ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	BORDEN LADNER GERVAIS LLP (C. CHIEN)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	22 ADELAIDE STREET WEST	TORONTO	ON M5H 4E3

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

CONTINUED... 84

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 84
(7431)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20220704 1451 1590 9876	
21	RECORD REFERENCED	FILE NUMBER	689684427		
22	PAGE-AMENDED	NO-SPECIFIC PAGE-AMENDED	CHANGE-REQUIRED B RENEWAL	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA CUSTOM FOODS INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST-GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO-CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	AMOUNT	MATURITY OR MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	BORDEN LADNER GERVAIS LLP (C. CHIEN)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	22 ADELAIDE STREET WEST	TORONTO	ON M5H 4E3

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

CONTINUED... 85

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2tv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 85
(7432)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20230613 1543 1532 6748	
21	RECORD REFERENCED	FILE NUMBER	689684427		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA CUSTOM FOODS INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	TRANSFeree	BUSINESS NAME			
03/					
06		ONTARIO CORPORATION NO.			
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER				
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			MOTOR VEHICLE INCLUDED	DATE OF AMOUNT	NO FIXED MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	D + H LIMITED PARTNERSHIP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8		

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

CONTINUED... 86

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155839.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 86
(7433)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA CUSTOM FOODS INC.
FILE CURRENCY : 12MAY 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
798204924	20231018 1658 1530 4745			
797986503	20231011 1226 1901 0395			
797803812	20231004 1446 1529 6410			
795867885	20230802 1434 1590 4895			
794741202	20230627 1744 1531 5317			
792788958	20230428 1037 1529 2425			
792484335	20230419 0844 1901 8939			
792453969	20230418 1125 1902 0877	20231005 1917 5064 8972	20231011 1213 1902 0424	
792468639	20230418 1726 1902 1187			
791206182	20230303 1441 1530 7289			
789497928	20221221 1935 1531 5114	20221223 1935 1531 5281		
786276675	20220830 1936 1531 8731			
783059553	20220517 1048 1529 9491			
781051869	20220311 1931 1531 7104			
777638853	20211026 1251 6005 5689			
776851686	20210929 1050 1529 1912			
772889598	20210527 1936 1531 0006			
770511276	20210311 1934 1531 8753			
768311064	20201204 1431 1530 0534	20210201 1945 1531 8121		
766565577	20201007 1937 1531 8774			
761202891	20200324 1942 1531 7727			
760753485	20200309 1434 1530 4460			
756525996	20191015 1447 1530 1359			
753694614	20190724 1444 1530 7291			
753308208	20190712 1444 1530 2803			
743678361	20180912 1542 2836 0265			
689684427	20130822 1355 1862 2599	20220704 1328 1590 9798	20220704 1451 1590 9876	20230613 1543 1532 6748

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(crj)6 05/2022

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7434)

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 : SIERRA SUPPLY CHAIN SERVICES INC.

FILE CURRENCY : 12MAY 2024

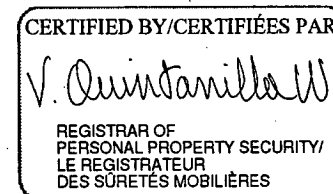
ENQUIRY NUMBER 20240513155916.23 CONTAINS 80 PAGE(S), 20 FAMILY(IES).

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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED...

2



(crj6 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(7435)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
500766471

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20231129 1037 1529 6881	P PPSA	6

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ON L7L 521

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 LIEN CLAIMANT ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 521

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

11 YEAR MAKE MODEL VIN

12 MOTOR VEHICLE

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,
14 COLLATERAL WHEREVER SITUATED, CONSISTING OF AS PER THE SERVEILLANCE SHOP LTD.
15 DESCRIPTION INVOICE #27908, #28208, #28576, #28210, #30221, #30996, #29990,

16 REGISTERING D+H LIMITED PARTNERSHIP
AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(7436)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
500766471

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20231129 1037 1529 6881		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL #30619, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,
COLLATERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
DESCRIPTION REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR

REGISTERING AGENT

ADDRESS

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(7437)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
500766471

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20231129 1037 1529 6881

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED
14 COLLATERAL THEREFROM.
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlfv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(7438)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797986503

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20231011 1226 1901 0395	P PPSA	05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SIERRA CUSTOM FOODS INC

07 ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9

08 SECURED PARTY / LIEN CLAIMANT PNC VENDOR FINANCE CORPORATION CANADA

09 ADDRESS 2-4145 NORTH SERVICE ROAD BURLINGTON ON L7L 6A3

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2018 CROWN RD5725-32 1A517981

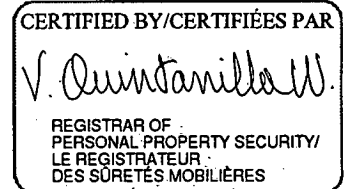
13 GENERAL 1 USED 2018 CROWN RD5725-32 LIFT TRUCK S/N 1A517981 TOGETHER WITH ALL
14 COLLATERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS,
15 DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING.

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 6



(crj1fv 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(7439)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797986503

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20231011 1226 1901 0395		

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

13 GENERAL ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT
14 COLLATERAL LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,
15 DESCRIPTION DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(7440)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797986503

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20231011 1226 1901 0395

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

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

13 GENERAL TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11v 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(7441)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792453969

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20230418 1125 1902 0877	P PPSA	05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT PNC VENDOR FINANCE CORPORATION CANADA

ADDRESS 2-4145 NORTH SERVICE ROAD BURLINGTON ON L7L 6A3

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

YEAR	MAKE	MODEL	V.I.N.
2018	CROWN	RD5725-32	1A517981

GENERAL 2018 CROWN RD5725-32 LIFT TRUCK S/N 1A517981 TOGETHER WITH ALL
COLLATERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS,
DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING.

REGISTERING AGENT ESC CORPORATE SERVICES LTD.

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(7442)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792453969

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20230418 1125 1902 0877

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL 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 ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT
14 COLLATERAL LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,
15 DESCRIPTION DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,

16 REGISTERING
AGENT

17 ADDRESS

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CONTINUED...

10

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(crj1fv 05/2022)

Ontario

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RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(7443)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792453969

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20230418 1125 1902 0877

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
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DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(7444)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
	PAGES	SCHEDULE NUMBER UNDER
01	001	3
21	FILE NUMBER	792453969
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
23	REFERENCE	FIRST GIVEN NAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME
25	OTHER CHANGE	REASON/ DESCRIPTION
26	REASON/ DESCRIPTION	AMEND GENERAL COLLATERAL ADD DEBTOR SIERRA CUSTOM FOODS INC. (5090
27	REASON/ DESCRIPTION	EXPLORER DRIVE, SUITE 203, MISSISSAUGA, ON, L4W4T9) DELETE ASSET
28	REASON/ DESCRIPTION	2018 CROWN RD5725-32 (1A517981) ADD ASSET 2017 CROWN RMD6025-32
02/	DATE OF BIRTH	FIRST GIVEN NAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME
03/	TRANSFEREE	BUSINESS NAME
06	TRANSFEREE	BUSINESS NAME
04/07	ADDRESS	5090 EXPLORER DRIVE, SUITE 203
29	ASSIGNOR	SECURED PARTY/ LIEN CLAIMANT/ ASSIGNEE
08	ASSIGNOR	SECURED PARTY/ LIEN CLAIMANT/ ASSIGNEE
09	ADDRESS	COLLATERAL CLASSIFICATION
10	CONSUMER	MOTOR VEHICLE
11	YEAR	MAKE
12	VEHICLE	MODEL
13	GENERAL	DESCRIPTION
14	COLLATERAL	DESCRIPTION
15	DESCRIPTION	DESCRIPTION
16	REGISTERING AGENT OR	ADDRESS
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(7445)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	3		20231005 1917 5064 8972	
21	RECORD REFERENCED	FILE NUMBER	792453969		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/	(1A501512)			
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL	ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT			
14	COLLATERAL	LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,			
15	DESCRIPTION	DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,			
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
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DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(7446)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	3		20231005 1917 5064 8972	
21	RECORD REFERENCED	FILE NUMBER	792453969		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL	TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.			
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(7447)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20231011 1213 1902 0424	
21	RECORD REFERENCED	FILE NUMBER	792453969		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 01	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
10					
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(7448)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791702478

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 3 20230323 0939 1901 0833 P PPSA 04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ONTARIO CORPORATION NO. L4W 4T9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

07 ADDRESS 90 GLOVER ROAD HAMILTON ONTARIO CORPORATION NO. L8W 3T7

08 SECURED PARTY / PNC VENDOR FINANCE CORPORATION CANADA

09 LIEN CLAIMANT ADDRESS 2-4145 NORTH SERVICE ROAD BURLINGTON ON L7L 6A3

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 MOTOR YEAR MAKE MODEL V.T.N.
12 VEHICLE 2013 CROWN ST3000-20 5A530892
ST3000-20 5A529056

13 GENERAL 2 USED 2013 CROWN ST3000-20 LIFT TRUCK S/N 5A530892, 5A529056
14 COLLATERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS,
15 DESCRIPTION REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE

16 REGISTERING ESC CORPORATE SERVICES LTD.
17 AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(7449)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791702478

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20230323 0939 1901 0833

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ONTARIO CORPORATION NO.
L6T 3W5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL,
14 COLLATERAL INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER,
15 DESCRIPTION INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS,

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
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DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(7450)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791702478

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20230323 0939 1901 0833

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL 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 SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY
14 COLLATERAL OTHER FORM OF PROCEED.
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

18

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(7451)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	4		20230331 1250 5064	2764
21	RECORD REFERENCED	FILE NUMBER	791702478		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND GENERAL COLLATERAL			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER	MOTOR VEHICLE		DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL	2 USED 2013 CROWN ST3000-20 LIFT TRUCK, C/W 2022 ENERGYSYS 24 VOLT			
14	COLLATERAL	BATTERY S/N RWD00378464, S/N 5A529056, & 2013 CROWN ST3000-20 LIFT			
15	DESCRIPTION	TRUCK C/W 2022 ENERGYSYS 24 VOLT BATTERY S/N RWD00378466, S/N 5A530892			
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(7452)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION	REGISTERED UNDER
		PAGES SCHEDULE	NUMBER
01	002	4	20230331 1250 5064 2764
21	RECORD REFERENCED	FILE NUMBER	791702478
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED
			RENEWAL YEARS
			CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		
28			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR/		
03/	TRANSFEREE	BUSINESS NAME	
06			ONTARIO CORPORATION NO.
04/07	ADDRESS		
29	ASSIGNOR		
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
09	ADDRESS		
	COLLATERAL CLASSIFICATION		
	CONSUMER	MOTOR VEHICLE	DATE OF NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10	YEAR	MAKE	MODEL V.I.N.
11	MOTOR		
12	VEHICLE		
13	GENERAL	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS,	
14	COLLATERAL	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE	
15	DESCRIPTION	FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL,	
16	REGISTERING AGENT OR		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	

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

CONTINUED...

20

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES.

(cij2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(7453)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	4		20230331 1250 5064 2764	
21	RECORD FILE NUMBER	791702478			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
	YEAR MAKE	MODEL	V.I.N.		
11	MOTOR				
12	VEHICLE				
13	GENERAL	INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER,			
14	COLLATERAL	INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS,			
15	DESCRIPTION	SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY			
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

21

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2hv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(7454)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	4	20230331 1250 5064 2764	
21	RECORD REFERENCED	FILE NUMBER	791702478	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10				
11	MOTOR	YEAR	MAKE	MODEL
12	VEHICLE			V.I.N.
13	GENERAL	OTHER FORM OF PROCEED.		
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/	ADDRESS		
	LIEN CLAIMANT			

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

CONTINUED...

22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(7455)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
788254857

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20221107 1241 6005 3445	P PPSA	07

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 90 GLOVER RD HAMILTON ON L8W 3T7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / CWB NATIONAL LEASING INC.

09 LIEN CLAIMANT ADDRESS 1525 BUFFALO PLACE (3129525) WINNIPEG MB R3T 1L9

10 COLLATERAL 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 ALL CASSETTE MODULE AG1 C/W CABINET TYPE U OF EVERY NATURE OR KIND
14 COLLATERAL DESCRIBED IN AGREEMENT NUMBER 3129525, BETWEEN OFFICE EQUIPMENT
15 DESCRIPTION BUSINESS IMAGING INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR,

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(7456)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
788254857

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20221107 1241 6005 3445		

02

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

03

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

06

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

09

LIEN CLAIMANT

ADDRESS

10

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

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE
SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL
ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(7457)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
788254857

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20221107, 1241 6005 3445

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL 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 DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(7458)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787335768

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 3 20221005 1416 5064 9802 P PPSA 05

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

07 ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

08 SECURED PARTY / PNC VENDOR FINANCE CORPORATION CANADA

09 LIEN CLAIMANT ADDRESS 2-4145 NORTH SERVICE ROAD BURLINGTON ON L7L 6A3

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 2018 CROWN SC5245-40 10082592
VEHICLE 2018 CROWN SC5245-40 10085102

13 GENERAL 2 USED 2018 CROWN SC5245-40 LIFT TRUCK S/N 10082592, 10085102
14 COLLATERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS,
15 DESCRIPTION REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(7459)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787335768

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20221005 1416 5064 9802

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL 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 FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL,
14 COLLATERAL INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER,
15 DESCRIPTION INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS,

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED...

27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 27
(7460)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787335768

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20221005 1416 5064 9802

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY
14 COLLATERAL OTHER FORM OF PROCEED.
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

28

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(7461)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	3		20221129 1037 5064 8692	
21	RECORD FILE NUMBER	787335768			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/	AMEND GENERAL COLLATERAL ADD DEBTOR SIERRA SUPPLY CHAIN SERVICES			
27	DESCRIPTION	INC. (275 WALKER DRIVE)			
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEE	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
06					
04/07	ADDRESS	275 WALKER DRIVE	BRAMPTON	ONTARIO CORPORATION NO.	ON L6T 3W5
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
10					
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL	2 USED 2018 CROWN SC5245-40 LIFT TRUCK (S/N 10082592, 10085102) C/W			
14	COLLATERAL	BATTERY (S/N RVK00307136, RVK00307131) AND CHARGER (RWE00384114,			
15	DESCRIPTION	RWE00384115) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,			
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4
	LIEN CLAIMANT				

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(7462)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	3		20221129 1037 5064 8692	
21	RECORD REFERENCED	FILE NUMBER	787335768		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL	PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY			
14	COLLATERAL	OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL,			
15	DESCRIPTION	INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER,			
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

30

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(7463)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	3		20221129 1037 5064 8692	
21	RECORD REFERENCED	FILE NUMBER	787335768		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSPEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL	INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS,			
14	COLLATERAL	SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY			
15	DESCRIPTION	OTHER FORM OF PROCEED.			
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

31

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 31
(7464)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
787087899

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20220928 0824 1532 1537	P PPSA	06

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

ADDRESS 90 GLOVER ROAD HAMILTON ON L4W4T9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ADDRESS

SECURED PARTY / RCAPLEASING INC

LIEN CLAIMANT ADDRESS 5575 NORTH SERVICE RD,STE 300 BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	
X	X	X		

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ALL EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND

REGISTERING AGENT D + H LIMITED PARTNERSHIP

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(7465)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787087899

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20220928,0824 1532 1537

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

10 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 THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH
14 COLLATERAL ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS.
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

33

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11/05/2022

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 33
(7466)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
786494835

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20220907 1406 5064 5772	P PPSA	06

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

07 ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

08 SECURED PARTY / LIEN CLAIMANT PNC VENDOR FINANCE CORPORATION CANADA

09 ADDRESS 2-4145 NORTH SERVICE ROAD BURLINGTON ON L7L 6A3

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2017 CROWN RMD6025-32 1A502016

13 GENERAL 1 2017 CROWN RMD6025-32 LIFT TRUCK S/N 1A502016 C/W LEAD ACID BATTERY
14 COLLATERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS,
15 DESCRIPTION REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 34
(7467)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
786494835

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20220907,1406 5064 5772

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL,
14 COLLATERAL INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER,
15 DESCRIPTION INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS,

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

35

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

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RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(7468)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
786494835

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20220907 1406 5064 5772		

02

03

04

05

06

07

08

09

10

11

12

13

14

15

16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

GENERAL
COLLATERAL
DESCRIPTION

SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY
OTHER FORM OF PROCEED.

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

36

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 36
(7469)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
784834119

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 003 20220712 1933 1531 5592 P PPSA 5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 LIEN CLAIMANT ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,
14 COLLATERAL WHEREVER SITUATED, CONSISTING OF 2022/PREMIER /
15 DESCRIPTION FS2650L/C32A6121/WITH ATTACHMENTS AND ACCESSORIES, TOGETHER WITH

16 REGISTERING D+H LIMITED PARTNERSHIP

17 AGENT ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
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ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 37
(7470)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
784834119

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20220712 1933 1531 5592		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

GENERAL COLLATERAL DESCRIPTION: ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE

REGISTERING AGENT

ADDRESS

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

CONTINUED...

38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 38
(7471)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
784834119

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20220712 1933 1531 5592

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL 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 FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

39

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 39
(7472)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780477516

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20220217 1120 1901 2348	P PPSA	07

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

ADDRESS 302 THE EAST MALL, SUITE 500 TORONTO ON M9B 6C7

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

SECURED PARTY / LIEN CLAIMANT PNC VENDOR FINANCE CORPORATION CANADA

ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L 6A3

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
2022	CROWN	RC5545-40TT-190	10415497
2022	CROWN	RC5545-40TT-190	10440936

GENERAL QTY (6) 2022 CROWN RC5545-40TT-190" LIFT TRUCK S/N 10415497,
COLLATERAL 10440936, 10440937, 10440938, 10440939, 10440940 TOGETHER WITH ALL
DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS,

REGISTERING AGENT ESC CORPORATE SERVICES LTD.

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 40
(7473)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780477516

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20220217 1120 1901 2348		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

MOTOR	YEAR	MAKE	MODEL	V.I.N.
11	2022	CROWN	RC5545-40TT-190"	10440937
12	2022	CROWN	RC5545-40TT-190"	10440938

13 GENERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING.
14 COLLATERAL ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT
15 DESCRIPTION LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

41

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 41
(7474)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780477516

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20220217 1120 1901 2348

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2022 CROWN RC5545-40TT-190" 10440939
RC5545-40TT-190" 10440940

13 GENERAL DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,
14 COLLATERAL TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

42

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 42
(7475)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220308 1953 1902 0470	
21	RECORD REFERENCED	FILE NUMBER	780477516		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON, L4W4T9			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
06		ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W 4T9
04/07					
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE	
10		INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	OR	
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

CONTINUED...

43

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 43
(7476)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780477597

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20220217 1126 1902 6107	P PPSA	07

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

ADDRESS 302 THE EAST MALL, SUITE 500 TORONTO ONTARIO CORPORATION NO. M9B 6C7

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

ADDRESS 90 GLOVER ROAD HAMILTON ONTARIO CORPORATION NO. L8W 3T7

SECURED PARTY / LIEN CLAIMANT PNC VENDOR FINANCE CORPORATION CANADA

ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L 6A3

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
2021	CROWN	RM6025D-32TT-300"	10353383
2021	CROWN	RM6025D-32TT-300"	10353384

GENERAL QTY (2) 2021 CROWN RM6025D-32TT-300" LIFT TRUCK S/N 10353383,
COLLATERAL 10353384 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
DESCRIPTION PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY

REGISTERING AGENT ESC CORPORATE SERVICES LTD.

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 44
(7477)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780477597

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20220217 1126 1902 6107

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL,
14 COLLATERAL INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER,
15 DESCRIPTION INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS,

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

45

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 45
(7478)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780477597

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20220217, 1126 1902 6107

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL 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 SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY
14 COLLATERAL OTHER FORM OF PROCEED.
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

46

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 46
(7479)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	2		20220309 1027 1901 7434	
21	RECORD REFERENCED	FILE NUMBER	780477597		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON,			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC		
06		ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W 4T9
04/07					
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09		COLLATERAL CLASSIFICATION			
10		CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

CONTINUED... 47

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cri21v 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 47
(7480)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	2		20220309 1027 1901 7434	
21	RECORD REFERENCED	FILE NUMBER	780477597		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/	L4W4T9			
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

48

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 48
(7481)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780477849

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 3 20220217 1134 1902 6110 P PPSA 07

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 302 THE EAST MALL, SUITE 500 TORONTO ONTARIO CORPORATION NO. M9B 6C7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

07 ADDRESS 90 GLOVER ROAD HAMILTON ONTARIO CORPORATION NO. L8W 3T7

08 SECURED PARTY / PNC VENDOR FINANCE CORPORATION CANADA

09 LIEN CLAIMANT ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L 6A3

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 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2022 CROWN RM6025-45TT-240 10351827
2021 CROWN RM6025-45TT-240 10351828

13 GENERAL QTY (1) 2022 CROWN RM6025-45TT-240" LIFT TRUCK S/N 10351827 QTY (1)
14 COLLATERAL 2021 CROWN RM6025-45TT-240" LIFT TRUCK S/N 10351828 TOGETHER WITH
15 DESCRIPTION ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS,

16 REGISTERING ESC CORPORATE SERVICES LTD.
AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 49
(7482)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780477849

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20220217 1134 1902 6110		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
------------------	-----------	-------	--------

GENERAL	SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING.
COLLATERAL	ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT
DESCRIPTION	LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,

REGISTERING AGENT

ADDRESS

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

CONTINUED...

50

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 50
(7483)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780477849

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20220217 1134 1902 6110		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR
VEHICLE

GENERAL DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,
COLLATERAL TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

51

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 51
(7484)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220309 1030 1902 0692	
21	RECORD REFERENCED	FILE NUMBER	780477849		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/	AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST			
27	DESCRIPTION	MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN			
28		SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON, L4W4T9			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
06					
04/07	ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA	ONTARIO CORPORATION NO.	ON L4W 4T9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
		INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

CONTINUED... 52

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 52
(7485)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780478956

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20220217 1217 1901 2378	P PPSA	07

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 302 THE EAST MALL, SUITE 500 TORONTO ONTARIO CORPORATION NO. ON M9B 6C7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

07 ADDRESS 90 GLOVER ROAD HAMILTON ONTARIO CORPORATION NO. ON L8W 3T7

08 SECURED PARTY / PNC VENDOR FINANCE CORPORATION CANADA

09 LIEN CLAIMANT ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L 6A3

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.	
11	2021	CROWN	PE4500-80-96	10359333
12	2021	CROWN	PE4500-80-96	10359334

13 GENERAL QTY (5) 2021 CROWN PE4500-80-96" PALLET LIFT TRUCK S/N 10359333,
14 COLLATERAL 10359334, 10359335, 10359336, 10359337 TOGETHER WITH ALL
15 DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS,

16 REGISTERING ESC CORPORATE SERVICES LTD.
AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 53

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 53
(7486)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780478956

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20220217 1217 1901 2378

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2021 CROWN PE4500-80-96" 10359335
2021 CROWN PE4500-80-96" 10359336

13 GENERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING.
14 COLLATERAL ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT
15 DESCRIPTION LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED...

54

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 54
(7487)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780478956

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20220217 1217 1901 2378

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2021 CROWN PE4500-80-96" 10359337

13 GENERAL DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,
14 COLLATERAL TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

55

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 55
(7488)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20220309 1033 1901 7436	
21	RECORD REFERENCED	FILE NUMBER	780478956	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.	
25	OTHER CHANGE			
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON, L4W4T9		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.	
06				
04/07	ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W 4T9
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10				
	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO ON M5V 1K4

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

CONTINUED... 56

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 56
(7489)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780480693

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20220217 1250 1901 2389	P PPSA	07

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 302 THE EAST MALL, SUITE 500 TORONTO ONTARIO CORPORATION NO. ON M9B 6C7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

07 ADDRESS 90 GLOVER ROAD HAMILTON ONTARIO CORPORATION NO. ON L8W 3T7

08 SECURED PARTY / PNC VENDOR FINANCE CORPORATION CANADA

09 LIEN CLAIMANT ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L 6A3

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2021 CROWN	PE4500-60-48"	10358638
12	2021 CROWN	PE4500-60-48"	10358639

13 GENERAL QTY (1) 2021 CROWN PE4500-60-48" PALLET LIFT TRUCK S/N 10358638,
14 COLLATERAL 10358639 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
15 DESCRIPTION PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 57

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 57
(7490)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780480693

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20220217 1250 1901 2389

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL,
14 COLLATERAL INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER,
15 DESCRIPTION INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS,

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

58

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
RÉGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 58
(7491)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780480693

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20220217 1250 1901 2389		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR
VEHICLE

YEAR MAKE

MODEL

V.I.N.

GENERAL
COLLATERAL
DESCRIPTION

SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY
OTHER FORM OF PROCEED.

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

59

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlfv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 59
(7492)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	2		20220309 1039 1901 7438	
21	RECORD REFERENCED	FILE NUMBER	780480693		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/	AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST			
27	DESCRIPTION	MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN			
28		SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON,			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEE	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
06					
04/07	ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA	ONTARIO CORPORATION NO.	ON L4W 4T9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
		INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

CONTINUED... 60

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 60
(7493)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	2		20220309 1039 1901 7438	
21	RECORD FILE NUMBER	780480693			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	L4W4T9			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

61

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 61
(7494)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780483375

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20220217 1313 1902 6131	P PPSA	07

02 DEBTOR
03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.
04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

04 ADDRESS 302 THE EAST MALL, SUITE 500 TORONTO ONTARIO CORPORATION NO. M9B 6C7

05 DEBTOR
06 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.
07 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

07 ADDRESS 90 GLOVER ROAD HAMILTON ONTARIO CORPORATION NO. L8W 3T7

08 SECURED PARTY /
09 LIEN CLAIMANT PNC VENDOR FINANCE CORPORATION CANADA

09 ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L 6A3

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

YEAR	MAKE	MODEL	V.I.N.
2022	CROWN	SX3000-30TL-128"	10333587
2022	CROWN	SX3000-30TL-128"	10333588

13 GENERAL QTY (2) 2022 CROWN SX3000-30TL-128" PALLET LIFT TRUCK S/N 10333587,
14 COLLATERAL 10333588 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
15 DESCRIPTION PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY

16 REGISTERING
17 AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 62

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 62
(7495)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780483375

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20220217 1313 1902 6131		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL,
INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER,
INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS,

REGISTERING

AGENT

ADDRESS

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

CONTINUED...

63

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 63
(7496)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780483375

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20220217 1313 1902 6131		

02

03

04

05

06

07

08

09

10

11

12

13

14

15

16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL

COLLATERAL DESCRIPTION

SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.

REGISTERING AGENT

ADDRESS

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

CONTINUED...

64

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 64
(7497)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220309 1044 1902 0695	
21	RECORD REFERENCED	FILE NUMBER	780483375		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON, L4W4T9			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
06				ONTARIO CORPORATION NO.	
04/07	ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA	ON	L4W 4T9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER				
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

CONTINUED... 65

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 65
(7498)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
772651458

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20210519 1436 6005 2344	P PPSA	06

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

05 DEBTOR NAME BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PL. (3053910) WINNIPEG MB R3T 1L9

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL ALL PHOTOCOPIER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER
14 COLLATERAL 3053910, BETWEEN OFFICE EQUIPMENT BUSINESS IMAGING INC., AS ORIGINAL
15 DESCRIPTION SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED... 66

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 66
(7499)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
772651458

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20210519 1436 6005 2344		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

GENERAL ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO
COLLATERAL TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND
DESCRIPTION PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

67

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 67
(7500)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION	REGISTERED UNDER
		PAGES SCHEDULE	NUMBER
01	001	1	20210813 1336 6005 4227
21	RECORD FILE NUMBER	772651458	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT
23	REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.
25	OTHER CHANGE		
26	REASON/ DESCRIPTION	REBOOK FROM 3053910 TO 3066493	
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05/	DEBTOR/ TRANSFEREE	BUSINESS NAME	
06			ONTARIO CORPORATION NO.
04/07	ADDRESS		
29	ASSIGNOR		
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
09	ADDRESS		
10	COLLATERAL CLASSIFICATION		
	CONSUMER	MOTOR VEHICLE	DATE OF NO FIXED
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL V.I.N.
12	VEHICLE		
13	GENERAL	AGREEMENT NUMBER AMENDED TO 3066493	
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT OR	CWB NATIONAL LEASING INC.	
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 1525 BUFFALO PL (3066493)	WPG MB R3T 1L9

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

CONTINUED... 68

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 68
(7501)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
771981093

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20210428 1500 1862 6715	P PPSA	5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA ON L4W 4T9
ONTARIO CORPORATION NO.

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / FOOD BANKS CANADA

09 LIEN CLAIMANT ADDRESS 22 HIGH STREET HAMILTON ON L8T 3Z3

COLLATERAL 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 EQUIPMENT LISTED IN SCHEDULE "A" TO A SUBLEASE DOCUMENT DATED MARCH
14 COLLATERAL 24, 2021 SIGNED BY DEBTOR AND SECURED PARTY AND OTHERS, TOGETHER WITH
15 DESCRIPTION ALL PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY

16 REGISTERING AGENT J. PAUL BANNON

17 ADDRESS 4080 CONFEDERATION PKWY, SUITE 501 MISSISSAUGA ON L5B 0G1

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

CONTINUED... 69

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 69
(7502)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767630322

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	004		20201112 1040 1530 6427	P PPSA	6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ADDRESS ON L6L 0C4

SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

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

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF TI QFM CONSISTING OF 24 UNITS S/N QFM-01173, QFM-01174, QFM-01175, QFM-01176, QFM-01177,

REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 70

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 70
(7503)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767630322

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	004		20201112 1040 1530-6427		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR
VEHICLE

GENERAL	QFM-01178, QFM-01179, QFM-01180, QFM-01181, QFM-01182, QFM-01183,
COLLATERAL	QFM-01184, QFM-01185, QFM-01186, QFM-01187, QFM-01188, QFM-01189,
DESCRIPTION	QFM-01190, QFM-01191, QFM-01192, QFM-01193, QFM-01194, QFM-01195,

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

71

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 71
(7504)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
767630322

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 004 20201112 1040 1530 6427

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL QFM-01196, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,
14 COLLATERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
15 DESCRIPTION REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED...

72

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 72
(7505)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767630322

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20201112 1040 1530 6427		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL VIN

MOTOR VEHICLE

GENERAL ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

COLLATERAL DESCRIPTION

REGISTERING AGENT

ADDRESS

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

CONTINUED...

73

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 73
(7506)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
766123209

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 003 20200925 1036 1529 9660 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

04 ADDRESS 90 GLOVER ROAD HAMILTON ON L8W 3T7
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
09 LIEN CLAIMANT

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

10 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 2020 CROWN / RC5540-40TT-190 1A589184

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE
14 COLLATERAL IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER
15 DESCRIPTION SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

16 REGISTERING D+H LIMITED PARTNERSHIP
17 AGENT

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 74

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 74
(7507)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
766123209

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	003		20200925 1036 1529 9660		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

75

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 75
(7508)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
766123209

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20200925 1036 1529 9660

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL THEREFROM.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED... 76

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 76
(7509)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
689684436

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20130822 1356 1862 2600	P PPSA	10

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME SIERRA SUPPLY CHAIN SERVICES INC.

ADDRESS 19 RANGEMORE ROAD ETOBICOKE ONTARIO CORPORATION NO. ON M8Z 5H9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT BANK OF MONTREAL

ADDRESS 100 KING STREET WEST, 11TH FLOOR TORONTO ON M5X 1A1

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	X			

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT BORDEN LADNER GERVAIS LLP (J. GRANT)

ADDRESS 40 KING STREET WEST, SUITE 4400 TORONTO ON M5H 3Y4

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

CONTINUED... 77

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11v 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 77
(7510)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220704 1327 1590 9796	
21	RECORD REFERENCED	FILE NUMBER	689684436		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO REFLECT A CHANGE IN THE DEBTOR'S ADDRESS			
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	TRANSFEE	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
04/07	ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA	ONTARIO CORPORATION NO.	ON L4W 4T9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL COLLATERAL				
13	DESCRIPTION				
14	REGISTERING AGENT OR	BORDEN LADNER GERVAIS LLP (C. CHIEN)			
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	22 ADELAIDE STREET WEST	TORONTO	ON M5H 4E3

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

CONTINUED... 78

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 78
(7511)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20220704 1451 1590 9875	
21	RECORD REFERENCED	FILE NUMBER	689684436		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	BORDEN LADNER GERVAIS LLP (C. CHIEN)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	22 ADELAIDE STREET WEST	TORONTO	ON M5H 4E3

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

CONTINUED... 79

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cri2fv 05/2022)

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 79
(7512)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20230613 1555 4085 8963	
21	RECORD REFERENCED	FILE NUMBER	689684436	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA SUPPLY CHAIN SERVICES INC.	
25	OTHER CHANGE			
26	REASON/ DESCRIPTION			
28	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/	DEBTOR/ TRANSFEREE	BUSINESS NAME		
03/	ADDRESS			
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
11	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
12	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
13	YEAR	MAKE	MODEL	V.I.N.
14	MOTOR			
15	VEHICLE			
16	GENERAL			
17	COLLATERAL			
18	DESCRIPTION			
19	REGISTERING AGENT OR	D + H LIMITED PARTNERSHIP		
20	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 80

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155916.23

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 80
(7513)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA SUPPLY CHAIN SERVICES INC.
FILE CURRENCY : 12MAY 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
500766471	20231129 1037 1529 6881			
797986503	20231011 1226 1901 0395			
792453969	20230418 1125 1902 0877	20231005 1917 5064 8972	20231011 1213 1902 0424	
791702478	20230323 0939 1901 0833	20230331 1250 5064 2764		
788254857	20221107 1241 6005 3445			
787335768	20221005 1416 5064 9802	20221129 1037 5064 8692		
787087899	20220928 0824 1532 1537			
786494835	20220907 1406 5064 5772			
784834119	20220712 1933 1531 5592			
780477516	20220217 1120 1901 2348	20220308 1953 1902 0470		
780477597	20220217 1126 1902 6107	20220309 1027 1901 7434		
780477849	20220217 1134 1902 6110	20220309 1030 1902 0692		
780478956	20220217 1217 1901 2378	20220309 1033 1901 7436		
780480693	20220217 1250 1901 2389	20220309 1039 1901 7438		
780483375	20220217 1313 1902 6131	20220309 1044 1902 0695		
772651458	20210519 1436 6005 2344	20210813 1336 6005 4227		
771981093	20210428 1500 1862 6715			
767630322	20201112 1040 1530 6427			
766123209	20200925 1036 1529 9660			
689684436	20130822 1356 1862 2600	20220704 1327 1590 9796	20220704 1451 1590 9875	20230613 1555 4085 8963

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj6 05/2022)

Ontario 

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513155942.93

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7514)

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

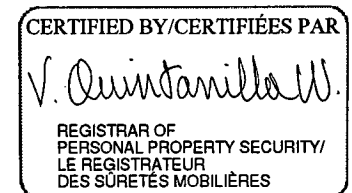
SEARCH CONDUCTED ON : SIERRA REALTY CORPORATION

FILE CURRENCY : 12MAY 2024

ENQUIRY NUMBER 20240513155942.93 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7



(crfj6 05/2022)



RUN NUMBER : 135
RUN DATE : 2024/05/14
ID : 20240514164522.80

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(9671)

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 : SIERRA MADRAS HOLDINGS INC.

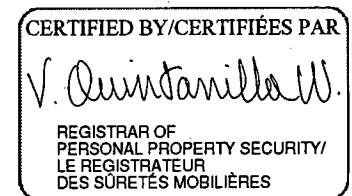
FILE CURRENCY : 13MAY 2024

ENQUIRY NUMBER 20240514164522.80 CONTAINS 4 PAGE(S), 1 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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crfj6 05/2022)



RUN NUMBER : 135
RUN DATE : 2024/05/14
ID : 20240514164522.80

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(9672)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA MADRAS HOLDINGS INC.
FILE CURRENCY : 13MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
672911028

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20110914 1057 1590 8021	P PPSA	11

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SIERRA MADRAS HOLDINGS INC.

04 ADDRESS 275 WALKER DRIVE BRAMPTON ON L6T 3W5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SIERRA MADRAS HOLDINGS INC.

07 ADDRESS 19 RANGEMORE ROAD TORONTO ON M8Z 5H9

08 SECURED PARTY / LIEN CLAIMANT 275 WALKER DRIVE HOLDINGS LIMITED

09 ADDRESS 3190 STEELES AVENUE EAST, SUITE 304 MARKHAM ON L3R 1G9

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

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

13 GENERAL EQUIPMENT LOCATED AT 275 WALKER DRIVE, BRAMPTON, ONTARIO.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (S. CYGELFARB)

17 ADDRESS 95 WELLINGTON ST. WEST, SUITE 1200 TD C TORONTO ON M5J 2Z9

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 135
RUN DATE : 2024/05/14
ID : 20240514164522.80

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(9673)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA MADRAS HOLDINGS INC.
FILE CURRENCY : 13MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20180914 1452 1590 8766	
21	RECORD REFERENCED	FILE NUMBER	672911028		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SIERRA MADRAS HOLDINGS INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEE	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
10		INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (N. SANDU)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST WEST, SUITE 3000, TD CENTRE TORONTO ON M5K 1G8		

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 135
RUN DATE : 2024/05/14
ID : 20240514164522.80

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(9674)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SIERRA MADRAS HOLDINGS INC.
FILE CURRENCY : 13MAY 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
672911028	20110914 1057 1590 8021	20180914 1452 1590 8766		

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj6 05/2022)

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513160002.79

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7515)

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

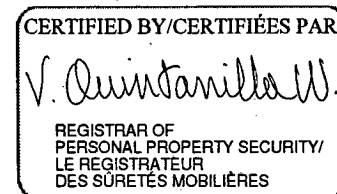
SEARCH CONDUCTED ON : RVB HOLDINGS INC.

FILE CURRENCY : 12MAY 2024

ENQUIRY NUMBER 20240513160002.79 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7



(crfj6 05/2022)



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513160028.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7516)

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 : VANDEN BROEK HOLDINGS (2008) INC.

FILE CURRENCY : 12MAY 2024

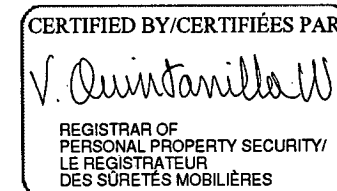
ENQUIRY NUMBER 20240513160028.59 CONTAINS 5 PAGE(S), 1 FAMILY(IES).

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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED...

2



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513160028.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(7517)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : VANDEN BROEK HOLDINGS (2008) INC.
FILE CURRENCY : 12MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
690508683

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 001 20130924 1040 1862 4768 P PPSA 10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME VANDEN BROEK HOLDINGS (2008) INC.

04 ADDRESS 19 RANGEMORE ROAD ETOBICOKE ONTARIO CORPORATION NO. ON M8Z 5H9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BANK OF MONTREAL

09 LIEN CLAIMANT ADDRESS 100 KING STREET WEST, 11TH FLOOR TORONTO ON M5X 1A1

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

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

13 GENERAL SUBORDINATION AGREEMENT

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING BORDEN LADNER GERVAIS LLP (K.A. MCGRATH)
17 AGENT

17 ADDRESS 40 KING STREET WEST, SUITE 4400 TORONTO ON M5H 3Y4

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej1fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513160028.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(7518)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : VANDEN BROEK HOLDINGS (2008) INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION	REGISTERED UNDER
		PAGES SCHEDULE NUMBER	
01	001	1	20220704 1327 1590 9795
21	RECORD FILE NUMBER	690508683	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED RENEWAL CORRECT
		X	A AMENDMENT YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	VANDEN BROEK HOLDINGS (2008) INC.
25	OTHER CHANGE		
26	REASON/	TO REFLECT A CHANGE IN THE DEBTOR'S ADDRESS	
27	DESCRIPTION		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR/		
03/	TRANSFeree	BUSINESS NAME	VANDEN BROEK HOLDINGS (2008) INC.
06			
04/07	ADDRESS	5090 EXPLORER DRIVE, SUITE 203	MISSISSAUGA ON L4W 4T9
29	ASSIGNOR		
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
09	ADDRESS		
10	COLLATERAL CLASSIFICATION		
	CONSUMER	MOTOR VEHICLE	DATE OF NO FIXED
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL V.I.N.
12	VEHICLE		
13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT OR	BORDEN LADNER GERVAIS LLP (C. CHIEN)	
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 22 ADELAIDE STREET WEST	TORONTO ON M5H 4E3

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario



RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513160028.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(7519)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : VANDEN BROEK HOLDINGS (2008) INC.
FILE CURRENCY : 12MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20220704 1451 1590 9874	
21	RECORD REFERENCED	FILE NUMBER	690508683		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	VANDEN BROEK HOLDINGS (2008) INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	BORDEN LADNER GERVAIS LLP (C. CHIEN)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	22 ADELAIDE STREET WEST	TORONTO	ON M5H 4E3

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 134
RUN DATE : 2024/05/13
ID : 20240513160028.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

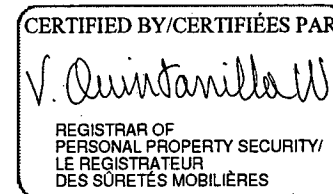
REPORT : PSSR060
PAGE : 5
(7520)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : VANDEN BROEK HOLDINGS (2008) INC.
FILE CURRENCY : 12MAY 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
690508683	20130924 1040 1862 4768	20220704 1327 1590 9795	20220704 1451 1590 9874	

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



(crj6 05/2022)

Search ID #: Z17357784

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05403038-EDD3 5
4285

Search ID #: Z17357784

Date of Search: 2024-May-09

Time of Search: 08:08:02

Business Debtor Search For:

SIERRA REALTY CALGARY CORPORATION

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

Result Complete



Delaware

Page 1

The First State

CERTIFICATE

*SEARCHED MAY 7, 2024 AT 2:57 P.M.
FOR DEBTOR, EASTERN MEAT SOLUTIONS (USA) CORP.*

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THERE ARE NO PRESENTLY EFFECTIVE FINANCING STATEMENTS, LAPSED FINANCING STATEMENTS, FEDERAL TAX LIENS OR UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, EASTERN MEAT SOLUTIONS (USA) CORP. AS OF APRIL 22, 2024 AT 11:59 P.M.




Jeffrey W. Bullock, Secretary of State

20256797462-UCC11
SR# 20241932825

Authentication: 203417352
Date: 05-07-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

This is Exhibit “Q” referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

Thornton Grout Finnigan LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)

SEARCH SUMMARY WITH RESPECT TO:

EASTERN MEAT SOLUTIONS INC.

PPSA Enquiry ID: 972824
File Currency: 12MAY 2024

DISCLAIMER:

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	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	790481448 PPSA	2	20230202 1448 1532 5216 Reg. 7 year(s)	EASTERN MEAT SOLUTIONS INC.	CROWN CREDIT (CANADA) CORPORATION			X		X	
<p>No Fixed Maturity Date</p> <p>General Collateral Description: ONE NEW 2023 CROWN TSP7000-33-675TT LIFT TRUCK(S), TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE SERIAL NUMBER(S) - 10474160</p>											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	785809737 PPSA	4	20220815 1632 1532 2684 Reg. 6 year(s)	EASTERN MEAT SOLUTIONS INC.	CROWN CREDIT (CANADA) CORPORATION			X		X	
<p>No Fixed Maturity Date</p> <p>General Collateral Description: ONE NEW 2022 AUTOMHA PALLET RUNNER CART, TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE SERIAL NUMBER(S) - N/A</p>											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	778121793 PPSA	6	20211110 1447 1530 4458 Reg. 7 year(s)	EASTERN MEAT SOLUTIONS INC.	CROWN CREDIT (CANADA) CORPORATION			X		X	
<p>No Fixed Maturity Date</p> <p>General Collateral Description: THREE NEW 2021 CROWN TSP7000-33-675TT LIFT TRUCK(S), TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE SERIAL NUMBER(S) 10344868, 10344913, 10344996</p>											

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	772697232 PPSA *** THIS REGISTRATION HAS BEEN DISCHARGED **	8	20210520 1715 1532 1212 Reg. 04 year(s)	EASTERN MEAT SOLUTIONS INC. ROBERT J VANDEN BROEK (DOB: 02JUN1965)	GM FINANCIAL CANADA LEASING LTD.	X		X		X	X
		Amount Secured: \$152365.00 Maturity Date: May 18, 2025 2021 CADILLAC ESCALADE (VIN: 1GYS4DKL6MR337263) General Collateral Description: THE FULL DEBTOR NAME IS - ROBERT JACOBUS VANDEN BROEK									
		9	20240510 1214 1532 0744 C DISCHARGE	EASTERN MEAT SOLUTIONS INC.							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
5.	768276963 PPSA	10	20201203 1715 1532 1946 Reg. 04 year(s)	EASTERN MEAT SOLUTIONS INC. ROBERT J VANDEN BROEK (DOB: 02JUN1965)	GM FINANCIAL CANADA LEASING LTD.	X		X		X	X
		Amount Secured: \$67900.00 Maturity Date: November 30, 2024 2021 CADILLAC XT5 AWD (VIN: 1GYKNFRS0MZ101259)									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
6.	752676237 PPSA	11	20190625 1159 6005 2115 Reg. 05 year(s)	EASTERN MEAT SOLUTIONS INC. SIERRA SUPPLY CHAIN SERVICES	CWB NATIONAL LEASING INC.			X			
		General Collateral Description: ALL COMPUTER SOFTWARE, COMPUTER EQUIPMENT, SERVER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2942002, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
7.	689684301 PPSA	13	20130822 1352 1862 2596 Reg. 10 year(s)	EASTERN MEAT SOLUTIONS INC.	BANK OF MONTREAL		X	X	X	X	X
		14	20220704 1329 1590 9800 A AMENDMENT	EASTERN MEAT SOLUTIONS INC.							
		Reason for Amendment: TO REFLECT A CHANGE IN THE DEBTOR'S ADDRESS									
		15	20220704 1451 1590 9878 B RENEWAL Renew 5 year(s)	EASTERN MEAT SOLUTIONS INC.							

Thornton Grout Finnigan LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)

SEARCH SUMMARY WITH RESPECT TO:

SIERRA CUSTOM FOODS INC.

PPSA Enquiry ID: 972825
File Currency: 12MAY 2024

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	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	798204924 PPSA	2	20231018 1658 1530 4745 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
		<p>No Fixed Maturity Date</p> <p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2023 PROMARKSVAC TMC500, S/N 22070433, 2023 AEG INDUSTRIAL DESIGN S/N- 1322308, 2023 AEG INDUSTRIAL DESIGN 15 FOOT S/N- 1322201 AND 2023 FOSS FOOD SCAN S/N- 91910222, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	797986503 PPSA	5	20231011 1226 1901 0395 Reg. 05 year(s)	SIERRA SUPPLY CHAIN SERVICES INC. SIERRA CUSTOM FOODS INC	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
		<p>2018 CROWN RD5725-32 (VIN: 1A517981)</p> <p>General Collateral Description: 1 USED 2018 CROWN RD5725-32 LIFT TRUCK S/N 1A517981 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</p>									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	797803812 PPSA	8	20231004 1446 1529 6410 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
		No Fixed Maturity Date									

		General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF ONE (1) 2023 FORTRESS EPD STEALTH METAL DETECTOR S/N CD31370, ONE (1) 2023 FORTRESS EPD STEALTH MCONVEYOR SYSTEM S/N CC07215, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	795867885 PPSA	11	20230802 1434 1590 4895 Reg. 6 year(s)	SIERRA CUSTOM FOODS INC	LINDE CANADA INC.			X			
General Collateral Description: EQUIPMENT SUPPLIED BY THE SECURED PARTY, CONSISTING OF BULK CRYOGENIC STORAGE TANKS USED FOR THE STORAGE, FILLING AND DELIVERY OF INDUSTRIAL AND MEDICAL GASES INCLUDING, WITHOUT LIMITATION, ARGON, HYDROGEN, CARBON DIOXIDE, NITROGEN, NITROUS OXIDE AND OXYGEN, AND CRYOGENIC FREEZERS, TOGETHER WITH ALL RELATED ACCESSORIES, PARTS, COMPONENTS AND ATTACHMENTS AND ALL PROCEEDS OF OR RELATING TO ANY OF THE FOREGOING AS WELL AS ALL PRESENT OR AFTER-ACQUIRED PROPERTY THAT MAY BE DERIVED FROM THE SALE OR OTHER DISPOSITION OF THE COLLATERAL DESCRIBED HEREIN.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
5.	794741202 PPSA	14	20230627 1744 1531 5317 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	X
No Fixed Maturity Date 2023 FORTRESS / C-V72X18BSA (VIN: CC07215) 2023 STEALTH / 20X12S-EPB (VIN: CD31370) General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.											
	File No.		Reg. No.	Debtor(s)	Secured Party	Collateral Class.					

		Enquiry Page No.				CG	I	E	A	O	MV
6.	792788958 PPSA	17	20230428 1037 1529 2425 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
		<p>No Fixed Maturity Date</p> <p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2022 DIGI LI-700, S/N 220557004, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
7.	792484335 PPSA	20	20230419 0844 1901 8939 Reg. 02 year(s)	SIERRA CUSTOM FOODS INC.	TIP FLEET SERVICES CANADA LTD.			X			X
		1999 STOUGHTON VAN-STORAGE-53- (VIN: 1DW1A5328XS270131)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
8.	792453969 PPSA	21	20230418 1125 1902 0877 Reg. 05 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
		<p>2018 CROWN RD5725-32 (VIN: 1A517981)</p> <p>General Collateral Description: 2018 CROWN RD5725-32 LIFT TRUCK S/N 1A517981 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</p>									
		24	20231005 1917 5064 8972	SIERRA SUPPLY CHAIN SERVICES INC.							

			A AMENDMENT	SIERRA CUSTOM FOODS INC.															
<p>Reason for Amendment: AMEND GENERAL COLLATERAL ADD DEBTOR SIERRA CUSTOM FOODS INC. (5090 EXPLORER DRIVE, SUITE 203, MISSISSAUGA, ON, L4W4T9) DELETE ASSET 2018 CROWN RD5725-32 (1A517981) ADD ASSET 2017 CROWN RMD6025-32 (1A501512)</p> <p>2017 CROWN RMD6025-32 (VIN: 1A501512)</p> <p>General Collateral Description: 2017 CROWN RMD6025-32 LIFT TRUCK S/N 1A501512 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</p>																			
		27	20231011 1213 1902 0424 B RENEWAL Renew 01 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.															
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.													
						CG	I	E	A	O	MV								
9.	792468639 PPSA	28	20230418 1726 1902 1187 Reg. 02 year(s)	SIERRA CUSTOM FOODS INC.	TIP FLEET SERVICES CANADA LTD.					X									X
		1999 STOUGHTON VAN-STORAGE-53- (VIN: 1DW1A5328XS270131)																	
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.													
						CG	I	E	A	O	MV								
10.	791206182 PPSA	29	20230303 1441 1530 7289 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.					X	X	X							
		No Fixed Maturity Date																	
		General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF (1) 2023																	

		FORTRESS 20X7S-EPB STEALTH S/N- CD30646, (1) 2023 FORTRESS 20X7S-EPB STEALTH S/N- CD30647, (1) 2023 FORTRESS STOP ALARM S/N- CC07064, (1) 2023 FORTRESS STOP ALARM S/N- CC07065, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
11.	789497928 PPSA	32	20221221 1935 1531 5114 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
No Fixed Maturity Date											
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2023 DIGI AW5600ATII-AI, S/N 20411065, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.											
		35	20221223 1935 1531 5281 A AMENDMENT	SIERRA CUSTOM FOODS INC.							
Reason for Amendment: TO AMEND EQUIPMENT YEAR											
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2020 DIGI AW5600ATII-AI SN 20411065 , TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
12.	786276675 PPSA	38	20220830 1936 1531 8731 Reg. 4 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	

		No Fixed Maturity Date General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF ONE (1) FLOOR SCALE (2) KNIFE SANITIZERS (1) COMBO DUMPER (1) MEAT PUMP (13) ROLLER TABLES AS PER 864773 ONTARIO INC. REVISED INVOICE 501., TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
13.	783059553 PPSA	41	20220517 1048 1529 9491 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
	No Fixed Maturity Date General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2021/PLASMETAL / 909-372/84413010, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
14.	781051869 PPSA	44	20220311 1931 1531 7104 Reg. 6 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
	No Fixed Maturity Date General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2021 FORTRESS 72SS12BR RETRACT S/N- CC06574, 2021 FORTRESS 96SS12B NO REJECT S/N- CC06581 AND 2021 FORTRESS 4X8S-EPB STEALTH S/N- CD29300, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.										
	File No.		Reg. No.	Debtor(s)	Secured Party	Collateral Class.					

		Enquiry Page No.				CG	I	E	A	O	MV
15.	777638853 PPSA	47	20211026 1251 6005 5689 Reg. 06 year(s)	SIERRA CUSTOM FOODS INC.	CWB NATIONAL LEASING INC.			X			
<p>General Collateral Description: ALL INDUSTRIAL EQUIPMENT-METAL DETECTOR, CONVEYOR-BELT STOP ALARM OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3066734, BETWEEN CATALYST FINANCE PARTNERS INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.</p>											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
16.	776851686 PPSA	50	20210929 1050 1529 1912 Reg. 6 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
<p>No Fixed Maturity Date</p> <p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2020 MANITOWOC RFF1300A-261, S/N M10298472020, 2021 CARLISLE ROTECTOR 3800 ICAP WEIGHING STATION S/N 38HH18141, 2019 HENNEKEN B4000 S/N- B4000151935371, 2021 RICE LAKE 480PLUS-2A, S/N- 000037925 2021 ALLEGRO BRINE CUSTOM FAB MIXER AND 2021 ALLGRO V-MAG CUSTOM FAB BUGGY DUMPER TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
17.	772889598 PPSA	54	20210527 1936 1531 0006 Reg. 4 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
<p>No Fixed Maturity Date</p> <p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF SMART WATER VALVE, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND</p>											

		ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
18.	770511276 PPSA	56	20210311 1934 1531 8753 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	X
No Fixed Maturity Date											
2021 CROWN / SC524540TT (VIN: 10249732)											
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
19.	768311064 PPSA	59	20201204 1431 1530 0534 Reg. 6 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	X
No Fixed Maturity Date											
2015 CROWN / FC4525-50 (VIN: 9A217110)											
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.											
		62	20210201 1945 1531 8121 A AMENDMENT	SIERRA CUSTOM FOODS INC.							

		Reason for Amendment: ASSET SERIAL NUMBER CORRECTION 2015 CROWN RD5225-30 (VIN: 1A436442)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
20.	766565577 PPSA	63	20201007 1937 1531 8774 Reg. 6 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	X
No Fixed Maturity Date 2020 POSS / PROMAX 3000 (VIN: 2205) General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
21.	761202891 PPSA	66	20200324 1942 1531 7727 Reg. 6 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	X
No Fixed Maturity Date 2019 DIGI / AW5600AT (VIN: 19116204) General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV

22.	760753485 PPSA	69	20200309 1434 1530 4460 Reg. 6 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
<p>No Fixed Maturity Date</p> <p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF FORTRESS 20XS7S-EPB METAL DETECTOR, S/N 26428 AND FORTRESS CONVEYOR-BELT STOP ALARM, S/N- CVF4313 WITH ATTACHMENTS AND ACCESSORIES, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
23.	756525996 PPSA	72	20191015 1447 1530 1359 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	X
<p>No Fixed Maturity Date</p> <p>2019 ALLEGRO / POSS BONES (VIN: W219115002)</p> <p>2019 ALLEGRO / POSS BONES (VIN: W219115003)</p> <p>2019 ALLEGRO / POSS BONES (VIN: W219115004)</p> <p>2019 ALLEGRO / POSS BONES (VIN: W219115001)</p> <p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
24.	753694614 PPSA	75	20190724 1444 1530 7291 Reg. 5 year(s)	SIERRA CUSTOM FOODS INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	X

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		Enquiry Page No.				CG	I	E	A	O	MV
27.	689684427 PPSA	82	20130822 1355 1862 2599 Reg. 10 year(s)	SIERRA CUSTOM FOODS INC.	BANK OF MONTREAL		X	X	X	X	X
		83	20220704 1328 1590 9798 A AMENDMENT	SIERRA CUSTOM FOODS INC.							
		Reason for Amendment: TO REFLECT A CHANGE IN THE DEBTOR'S ADDRESS									
		84	20220704 1451 1590 9876 B RENEWAL Renew 5 year(s)	SIERRA CUSTOM FOODS INC.							
		85	20230613 1543 1532 6748 B RENEWAL Renew 5 year(s)	SIERRA CUSTOM FOODS INC.							

Thornton Grout Finnigan LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)

SEARCH SUMMARY WITH RESPECT TO:

SIERRA SUPPLY CHAIN SERVICES INC.

PPSA Enquiry ID: 972826
File Currency: 12MAY 2024

DISCLAIMER:

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	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	500766471 PPSA	2	20231129 1037 1529 6881 Reg. 6 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
<p>No Fixed Maturity Date</p> <p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF AS PER THE SERVEILLANCE SHOP LTD. INVOICE #27908, #28208, #28576, #28210, #30221, #30996, #29990, #30619, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	797986503 PPSA	5	20231011 1226 1901 0395 Reg. 05 year(s)	SIERRA SUPPLY CHAIN SERVICES INC. SIERRA CUSTOM FOODS INC	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
<p>2018 CROWN RD5725-32 (VIN: 1A517981)</p> <p>General Collateral Description: 1 USED 2018 CROWN RD5725-32 LIFT TRUCK S/N 1A517981 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</p>											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	792453969 PPSA	8	20230418 1125 1902 0877 Reg. 05 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
2018 CROWN RD5725-32 (VIN: 1A517981)											

	<p>General Collateral Description: 2018 CROWN RD5725-32 LIFT TRUCK S/N 1A517981 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</p>										
	11	20231005 1917 5064 8972 A AMENDMENT	SIERRA SUPPLY CHAIN SERVICES INC. SIERRA CUSTOM FOODS INC.								
	<p>Reason for Amendment: AMEND GENERAL COLLATERAL ADD DEBTOR SIERRA CUSTOM FOODS INC. (5090 EXPLORER DRIVE, SUITE 203, MISSISSAUGA, ON, L4W4T9) DELETE ASSET 2018 CROWN RD5725-32 (1A517981) ADD ASSET 2017 CROWN RMD6025-32 (1A501512)</p> <p>2017 CROWN RMD6025-32 (VIN: 1A501512)</p> <p>General Collateral Description: 2017 CROWN RMD6025-32 LIFT TRUCK S/N 1A501512 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</p>										
	14	20231011 1213 1902 0424 B RENEWAL Renew 01 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	791702478 PPSA	15	20230323 0939 1901 0833 Reg. 04 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
	2013 CROWN ST3000-20 (VIN: 5A530892)										
	2013 CROWN ST3000-20 (VIN: 5A529056)										

		<p>General Collateral Description: 2 USED 2013 CROWN ST3000-20 LIFT TRUCK S/N 5A530892, 5A529056 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</p>									
		18	20230331 1250 5064 2764	SIERRA SUPPLY CHAIN SERVICES INC.							
		<p>A AMENDMENT</p>									
		<p>Reason for Amendment: AMEND GENERAL COLLATERAL</p>									
		<p>General Collateral Description: 2 USED 2013 CROWN ST3000-20 LIFT TRUCK, C/W 2022 ENERSYS 24 VOLT BATTERY S/N RWD00378464, S/N 5A529056, & 2013 CROWN ST3000-20 LIFT TRUCK C/W 2022 ENERSYS 24 VOLT BATTERY S/N RWD00378466, S/N 5A530892 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</p>									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
5.	788254857 PPSA	22	20221107 1241 6005 3445 Reg. 07 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	CWB NATIONAL LEASING INC.			X			
		<p>General Collateral Description: ALL CASSETTE MODULE AG1 C/W CABINET TYPE U OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3129525, BETWEEN OFFICE EQUIPMENT BUSINESS IMAGING INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.</p>									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
6.	787335768 PPSA	25	20221005 1416 5064 9802 Reg. 05 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X

	<div>2018 CROWN SC5245-40 (VIN: 10082592)</div> <div>2018 CROWN SC5245-40 (VIN: 10085102)</div> <div>General Collateral Description: 2 USED 2018 CROWN SC5245-40 LIFT TRUCK S/N 10082592, 10085102 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</div>										
	28	20221129 1037 5064 8692 A AMENDMENT	SIERRA SUPPLY CHAIN SERVICES INC.								
	<div>Reason for Amendment: AMEND GENERAL COLLATERAL ADD DEBTOR SIERRA SUPPLY CHAIN SERVICES INC. (275 WALKER DRIVE)</div> <div>General Collateral Description: 2 USED 2018 CROWN SC5245-40 LIFT TRUCK (S/N 10082592, 10085102) C/W BATTERY (S/N RVK00307136, RVK00307131) AND CHARGER (RWE00384114, RWE00384115) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.</div>										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
7.	787087899 PPSA	31	20220928 0824 1532 1537 Reg. 06 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	RCAPLEASING INC		X	X	X		
	<div>General Collateral Description: ALL EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS.</div>										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV

8.	786494835 PPSA	33	20220907 1406 5064 5772 Reg. 06 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
			2017 CROWN RMD6025-32 (VIN: 1A502016) General Collateral Description: 1 2017 CROWN RMD6025-32 LIFT TRUCK S/N 1A502016 C/W LEAD ACID BATTERY TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
9.	784834119 PPSA	36	20220712 1933 1531 5592 Reg. 5 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	
			No Fixed Maturity Date General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2022/PREMIER / FS2650L/C32A6121/WITH ATTACHMENTS AND ACCESSORIES, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
10.	780477516 PPSA	39	20220217 1120 1901 2348 Reg. 07 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
			2022 CROWN RC5545-40TT-190 (VIN: 10415497) 2022 CROWN RC5545-40TT-190 (VIN: 10440936) 2022 CROWN RC5545-40TT-190" (VIN: 10440937)								

		2022 CROWN RC5545-40TT-190" (VIN: 10440938) 2022 CROWN RC5545-40TT-190" (VIN: 10440939) 2022 CROWN RC5545-40TT-190" (VIN: 10440940) General Collateral Description: QTY (6) 2022 CROWN RC5545-40TT-190" LIFT TRUCK S/N 10415497, 10440936, 10440937, 10440938, 10440939, 10440940 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.									
		42	20220308 1953 1902 0470 A AMENDMENT	SIERRA SUPPLY CHAIN SERVICES INC.							
		Reason for Amendment: AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON, L4W4T9									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
11.	780477597 PPSA	43	20220217 1126 1902 6107 Reg. 07 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
		2021 CROWN RM6025D-32TT-300" (VIN: 10353383) 2021 CROWN RM6025D-32TT-300" (VIN: 10353384) General Collateral Description: QTY (2) 2021 CROWN RM6025D-32TT-300" LIFT TRUCK S/N 10353383, 10353384 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.									
		46	20220309 1027 1901 7434	SIERRA SUPPLY CHAIN SERVICES INC.							

			A AMENDMENT	SIERRA SUPPLY CHAIN SERVICES INC							
Reason for Amendment: AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON, L4W4T9											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
12.	780477849 PPSA	48	20220217 1134 1902 6110 Reg. 07 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
2022 CROWN RM6025-45TT-240" (VIN: 10351827)											
2021 CROWN RM6025-45TT-240" (VIN: 10351828)											
General Collateral Description: QTY (1) 2022 CROWN RM6025-45TT-240" LIFT TRUCK S/N 10351827 QTY (1) 2021 CROWN RM6025-45TT-240" LIFT TRUCK S/N 10351828 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.											
		51	20220309 1030 1902 0692 A AMENDMENT	SIERRA SUPPLY CHAIN SERVICES INC.							
Reason for Amendment: AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON, L4W4T9											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
13.	780478956 PPSA	52	20220217 1217 1901 2378 Reg. 07 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X

		2021 CROWN PE4500-80-96 (VIN: 10359333) 2021 CROWN PE4500-80-96 (VIN: 10359334) 2021 CROWN PE4500-80-96" (VIN: 10359335) 2021 CROWN PE4500-80-96" (VIN: 10359336) 2021 CROWN PE4500-80-96" (VIN: 10359337) General Collateral Description: QTY (5) 2021 CROWN PE4500-80-96" PALLET LIFT TRUCK S/N 10359333, 10359334, 10359335, 10359336, 10359337 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.									
		55	20220309 1033 1901 7436 A AMENDMENT	SIERRA SUPPLY CHAIN SERVICES INC.							
		Reason for Amendment: AMEND DEBTOR FROM SIERRA SUPPLY CHAIN SERVICES INC. 302 THE EAST MALL, SUITE 500 TORONTO, ON, M9B6C7 TO SIERRA SUPPLY CHAIN SERVICES INC. 5090 EXPLORER DRIVE, SUITE 203 MISSISSAUGA, ON, L4W4T9									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
14.	780480693 PPSA	56	20220217 1250 1901 2389 Reg. 07 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	PNC VENDOR FINANCE CORPORATION CANADA			X		X	X
		2021 CROWN PE4500-60-48" (VIN: 10358638) 2021 CROWN PE4500-60-48" (VIN: 10358639) General Collateral Description: QTY (1) 2021 CROWN PE4500-60-48" PALLET LIFT TRUCK S/N 10358638, 10358639 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.									

[illegible]

16.	772651458 PPSA	65	20210519 1436 6005 2344 Reg. 06 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	CWB NATIONAL LEASING INC.			X				
		General Collateral Description: ALL PHOTOCOPIER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3053910, BETWEEN OFFICE EQUIPMENT BUSINESS IMAGING INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.										
		67	20210813 1336 6005 4227 A AMENDMENT	SIERRA SUPPLY CHAIN SERVICES INC.								
		Reason for Amendment: REBOOK FROM 3053910 TO 3066493 General Collateral Description: AGREEMENT NUMBER AMENDED TO 3066493										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
						CG	I	E	A	O	MV	
17.	771981093 PPSA	68	20210428 1500 1862 6715 Reg. 5 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	FOOD BANKS CANADA			X		X		
		No Fixed Maturity Date General Collateral Description: EQUIPMENT LISTED IN SCHEDULE "A" TO A SUBLEASE DOCUMENT DATED MARCH 24, 2021 SIGNED BY DEBTOR AND SECURED PARTY AND OTHERS, TOGETHER WITH ALL PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
						CG	I	E	A	O	MV	
18.	767630322 PPSA	69	20201112 1040 1530 6427 Reg. 6 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X		
		No Fixed Maturity Date										

		General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF TI QFM CONSISTING OF 24 UNITS S/N QFM-01173, QFM-01174, QFM-01175, QFM-01176, QFM-01177, QFM-01178,QFM-01179, QFM-01180, QFM-01181, QFM-01182, QFM-01183, QFM-01184,QFM-01185, QFM-01186, QFM-01187, QFM-01188, QFM-01189, QFM-01190,QFM-01191, QFM-01192, QFM-01193, QFM-01194, QFM-01195, QFM-01196, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
19.	766123209 PPSA	73	20200925 1036 1529 9660 Reg. 6 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			X	X	X	X
No Fixed Maturity Date 2020 CROWN / RC5540-40TT-190 (VIN: 1A589184) General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
20.	689684436 PPSA	76	20130822 1356 1862 2600 Reg. 10 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.	BANK OF MONTREAL		X	X	X	X	X
		77	20220704 1327 1590 9796 A AMENDMENT	SIERRA SUPPLY CHAIN SERVICES INC.							
Reason for Amendment: TO REFLECT A CHANGE IN THE DEBTOR'S ADDRESS											
		78	20220704 1451 1590 9875	SIERRA SUPPLY CHAIN SERVICES INC.							

			B RENEWAL Renew 5 year(s)										
		79	20230613 1555 4085 8963 B RENEWAL Renew 5 year(s)	SIERRA SUPPLY CHAIN SERVICES INC.									

Thornton Grout Finnigan LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)

SEARCH SUMMARY WITH RESPECT TO:

SIERRA MADRAS HOLDINGS INC. (*amalgamation predecessor to Sierra Realty Corporation*)

PPSA Enquiry ID: 973067
File Currency: 13MAY 2024

DISCLAIMER:

This report was produced by a compilation of data retrieved from the Personal Property Registration System, Ministry of Government Services, Government of Ontario. Dye & Durham Corporation is not responsible for the accuracy, reliability or currency of the information provided by this external source. The purchaser of this report has agreed with consideration at the time of purchase to assume all liability and further indemnify Dye & Durham Corporation for any and all damages and costs resulting from any matter related to the content of this report. Users wishing to rely upon this information should consult directly with the source of the information. No liability is undertaken by Dye & Durham Corporation regarding the completeness, correctness or the interpretation or use which may be made of this report.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	672911028 PPSA	2	20110914 1057 1590 8021 Reg. 11 year(s)	SIERRA MADRAS HOLDINGS INC.	275 WALKER DRIVE HOLDINGS LIMITED			X			
		General Collateral Description: EQUIPMENT LOCATED AT 275 WALKER DRIVE, BRAMPTON, ONTARIO.									
		3	20180914 1452 1590 8766 B RENEWAL Renew 5 year(s)	SIERRA MADRAS HOLDINGS INC.							

Thornton Grout Finnigan LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)

SEARCH SUMMARY WITH RESPECT TO:

VANDEN BROEK HOLDINGS (2008) INC.

PPSA Enquiry ID: 972829
File Currency: 12MAY 2024

DISCLAIMER:

This report was produced by a compilation of data retrieved from the Personal Property Registration System, Ministry of Government Services, Government of Ontario. Dye & Durham Corporation is not responsible for the accuracy, reliability or currency of the information provided by this external source. The purchaser of this report has agreed with consideration at the time of purchase to assume all liability and further indemnify Dye & Durham Corporation for any and all damages and costs resulting from any matter related to the content of this report. Users wishing to rely upon this information should consult directly with the source of the information. No liability is undertaken by Dye & Durham Corporation regarding the completeness, correctness or the interpretation or use which may be made of this report.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	690508683 PPSA	2	20130924 1040 1862 4768 Reg. 10 year(s)	VANDEN BROEK HOLDINGS (2008) INC.	BANK OF MONTREAL				X	X	
		General Collateral Description: SUBORDINATION AGREEMENT									
		3	20220704 1327 1590 9795 A AMENDMENT	VANDEN BROEK HOLDINGS (2008) INC.							
		Reason for Amendment: TO REFLECT A CHANGE IN THE DEBTOR'S ADDRESS									
		4	20220704 1451 1590 9874 B RENEWAL Renew 5 year(s)	VANDEN BROEK HOLDINGS (2008) INC.							

This is Exhibit "R" referred to in the
Affidavit of ROBERT VANDEN BROEK sworn remotely by
ROBERT VANDEN BROEK of the City of Etobicoke, in the
Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, this 21st day of May, 2024 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.



A Commissioner for taking affidavits

ADAM DRIEDGER (LSO #77296F)

Court File No.: _____

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION, RVB
HOLDINGS INC., VANDEN BROEK HOLDINGS (2008)
INC., SIERRA REALTY CALGARY CORPORATION AND
EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

CONSENT

DELOITTE RESTRUCTURING INC. hereby consents to act as the Court-appointed Monitor of the Applicants in this proceeding should an Initial Order be granted by the Court as requested.

Dated at Toronto, Ontario this 20th day of May, 2024.

DELOITTE RESTRUCTURING INC.

Per: 

Name: Todd Ambachtsheer

Title: Senior Vice-President

Court File No.:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

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

PROCEEDING COMMENCED IN TORONTO

CONSENT

DENTONS CANADA LLP

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Lawyers for the proposed Monitor

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No.: CV-24_____-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

AFFIDAVIT OF ROBERT VANDEN BROEK
(Sworn May 21, 2024)

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)
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Lawyers for the Applicants

Tab 3

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

THE HONOURABLE)	TUESDAY, THE 21 st
)	
JUSTICE PENNY)	DAY OF MAY, 2024

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS
(2008) INC., SIERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

INITIAL ORDER

THIS APPLICATION, made by Eastern Meat Solutions Inc., Sierra Custom Foods Inc., Sierra Supply Chain Services Inc., Sierra Realty Corporation, RVB Holdings Inc., Vanden Broek Holdings (2008) Inc., Sierra Realty Calgary Corporation, and Eastern Meat Solutions (USA) Corp. (each, an “**Applicant**” and collectively, the “**Applicants**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) was heard this day by videoconference, at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Vanden Broek sworn May 21, 2024 and the Exhibits thereto (the “**Vanden Broek Affidavit**”), the Pre-Filing Report dated May 21, 2024 of Deloitte Restructuring Inc. (“**Deloitte**”), solely in its capacity as the proposed monitor of the Applicants (in such capacity, the “**Monitor**”), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and such other counsel that were present, and on reading the consent of Deloitte to act as the Monitor,

SERVICE

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

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that all capitalized terms not expressly defined herein are defined, and have the meanings set forth, in the Vanden Broek Affidavit.

APPLICATION

3. **THIS COURT ORDERS** that each Applicant is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel, and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Vanden Broek Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity, or legality of any transfer, payment, collection, or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected, or

otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan of compromise or arrangement with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System on or after the date of this Order.

6. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to: (i) use their corporate credit cards (the “**Credit Cards**”) issued by the Bank of Montreal (“**BMO**”) provided that the Applicants shall make full repayment of all amounts outstanding thereunder, including any charges incurred prior to the date of this Order; and (ii) have access to the BMO Credit Facilities in accordance with the terms of the BMO Credit Agreement, so long as there is sufficient availability thereunder. All post-filing charges on the Credit Cards and advances under the BMO Credit Facilities must be in relation to necessary business expenses of the applicable Applicant.

7. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings at their standard rates and charges;
- (c) any payments required by the Applicants to maintain any of the licenses under the *Safe Food for Canadians Act*, S.C. 2012, c. 24; and
- (d) subject to the approval of the Monitor, amounts owing for goods or services supplied to the Applicants prior to the date of this Order if, in the opinion of the Applicants, such payments are necessary or desirable to avoid disruption to the Business or the Applicants, including, without limitation, amounts owing for goods or services in

transit or otherwise supplied to the Applicants prior to the date of this Order by warehouse providers, logistics or supply chain providers, transportation providers, customs brokers, freight forwarders, and amounts payable in respect of customs and duties for goods.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business, including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance, and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order or payments to obtain the release of goods or delivery of services contracted for prior to the date of this Order.

9. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes, (iv) statutory deductions in the United States, and (v) 401(k) contributions in respect of employees domiciled in the United States;
- (b) all goods, services, excise, or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases for premises occupied by the Applicants (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be or has been negotiated between the Applicants and the landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears), or at such other time intervals and dates as may be agreed to between the Applicants, with the consent of the Monitor, and the applicable landlord. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date, other than if paid in accordance with the Cash Flow Forecast and as approved by the Monitor or the Court; (b) to grant no security interests, trust, liens, charges, or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. **THIS COURT ORDERS** that the Applicants, with prior consent of the Monitor, shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize, or shut down any of their Business or operations;

- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and
- (c) pursue all avenues of refinancing or restructuring their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or restructuring,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

13. **THIS COURT ORDERS** that until and including May 31, 2024, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the written consent of the Applicants and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

14. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits, or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (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 RIGHTS

15. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate, or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, or permit in favour of or held by any of the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

NO PRE-FILING VS POST-FILING OR TRIANGULAR SET-OFF

16. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due from the Applicants in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of this Order, in each case without the consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall prejudice any arguments any Person may want to make in seeking leave of the Court or following the granting of such leave.

17. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that are or may become due to any Applicant in respect of any obligations (whether arising prior to, on, or after the date of this Order) with any amounts that are or may become due from any Applicant (whether arising prior to, on, or after the date of this Order) to anyone other than that Person or Applicant, as the case may be. For greater certainty, references herein to Person and Applicant do not include any affiliates or related parties of that Person or Applicant.

CONTINUATION OF SERVICES

18. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with any of the Applicants 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 Business or any of the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with,

suspending, or terminating the supply of such goods or services as may be required by any of the Applicants or exercising any other remedy provided under the agreements or arrangements, including, without limitation, by charging increased rates for such goods and services in a manner that is inconsistent with existing agreements or arrangements, and that each of the Applicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses, and domain names, provided in each case that the normal or existing prices or charges for all such goods or services received after the date of this Order are paid by the applicable Applicant in accordance with normal or existing payment practices of the applicable Applicant or such other practices as may be agreed upon by the supplier or service provider and the applicable Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current, or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a plan of compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants

after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of such director's or officer's gross negligence or wilful misconduct.

22. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$600,000 unless permitted by further Order of this Court, as security for the indemnity provided in paragraph 21 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 35 and 37 herein.

23. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge, and (b) the Applicants’ current and future directors and officers shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

APPOINTMENT OF MONITOR

24. **THIS COURT ORDERS** that Deloitte is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor’s functions.

25. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants’ receipts and disbursements, including those accounts that may be controlled by third parties, without limitation, in respect of any accounts controlled by third parties;

- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicants in their preparation of the Applicants' cash flow statements;
- (d) advise the Applicants in their development of any plan of compromise or arrangement, or in respect of any other restructuring transaction that may be pursued by the Applicants;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' Business and financial affairs or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (g) have unrestricted access to the operating account with BMO in relation to the Cold Storage Agreement between Sierra Supply Chain Services Inc. and Confederation Freezers Inc. to monitor activity of the funds; and
- (h) perform such other duties as are required by this Order or by this Court from time to time.

26. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer for any purpose whatsoever.

27. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, 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 Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’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.

28. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditors addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

29. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor any its employees and representatives acting in such capacities shall incur any liability or obligation as a result of the appointment of the Monitor or the carrying out by it 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 Monitor by the CCAA or any applicable legislation.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including pre-filing fees and disbursements incurred in connection with preparing for this proceeding), in each case at their

standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, and counsel for the Applicants on a bi-weekly basis or on such other terms as may be agreed to by the applicable parties and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers in the amount of \$50,000, \$35,000, and \$50,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

32. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$500,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred both before and after the making of this Order at their standard rates and charges. The Administration Charge shall have the priority set out in paragraphs 35 and 37 hereof.

INTERCOMPANY LENDING

33. **THIS COURT ORDERS** that on or after the date of this Order, in each case, subject to the approval of the Monitor, any of the Applicants may make any payment to or on behalf of, or incur any obligation on behalf of, or discharge any obligation of, any of the other Applicants, or otherwise transfer value to, or for the benefit of, any of the other Applicants for the purpose of funding the Business or other restructuring costs (including any interim expenditures).

34. **THIS COURT ORDERS** that, to the extent any of the Applicants (in each case, an “**Intercompany Lender**”) after the date of this Order, and subject to the approval of the Monitor, makes any payment to or on behalf of, or incurs any obligation on behalf of, or discharges any obligation of, any of the other Applicants or otherwise transfers value to, or for the benefit of, any of the other Applicants (in each case, the “**Borrowing Applicant**”), such Intercompany Lender is hereby granted a charge (each, an “**Intercompany Charge**”) on all of

the Property of the Borrowing Applicant in the amount of such payment, obligation, or transfer of value. The Applicants and the Monitor shall take into account the amount of each Intercompany Charge granted by and to each Applicant to determine the net amount secured by each Intercompany Charge. Each Intercompany Charge shall have the priority set out in paragraphs 35 and 37 hereof; provided that, for greater certainty, each Intercompany Charge shall rank *pari passu* with any other Intercompany Charge, as applicable.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

35. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge, and the Intercompany Charges (collectively, the "**Charges**") and the BMO Security, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000);

Second – Directors' Charge (to the maximum amount of \$600,000);

Third – BMO Security; and

Fourth - Intercompany Charges.

36. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

37. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, deemed trusts, liens, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, save for the Intercompany Charge, which charge shall be subordinate to the BMO Security and Encumbrances in favour of BMO.

38. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants

also obtain the prior written consent of the Monitor, and the beneficiaries of the applicable Charges, or further Order of this Court.

39. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA or other applicable statutes, or any bankruptcy or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges shall create or be deemed to constitute a breach by the Applicants of any Agreement to which any of them are a party; and
- (b) the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

40. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Applicant’s interest in such real property leases.

SERVICE AND NOTICE

41. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000, and (C) prepare a list showing the

names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of individuals (but not corporate entities) who are creditors publicly available unless otherwise ordered by the Court.

42. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.insolvencies.deloitte.ca/easternmeat> (the “**Monitor’s Website**”).

43. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile or other electronic transmission to the Applicants’ creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service, distribution or notice shall be deemed to be received: (a) if sent by courier, on the next business day following the date of forwarding thereof, (b) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing.

44. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants’ creditors or other interested parties and their advisors, as applicable. For greater certainty, any such distribution or

service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

45. **THIS COURT ORDERS** that, except with respect to any motion to be heard on the Comeback Date (as defined below), any interested party wishing to object to the relief sought in a motion brought by the Applicants or the Monitor in these proceedings shall, subject to further Order of this Court, provide the service list in these proceedings (the “**Service List**”) with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. Eastern Standard/Daylight Time on the date that is two business days prior to the date such motion is returnable (the “**Objection Deadline**”). The Monitor shall have the ability to extend the Objection Deadline by notice in writing.

46. **THIS COURT ORDERS** that following the expiry of the Objection Deadline, counsel to the Monitor may inform the Court of the absence or the status of any objections to the motion and the judge having carriage of the motion may determine (a) whether a hearing in respect of the motion is necessary, (b) if a hearing is necessary, the date and time of the hearing, (c) whether such hearing will be in person or videoconference, or by written submissions only, and (d) the parties from whom submissions are required. In the absence of any such determination, a hearing will be held in the ordinary course on the date specified in the notice of motion.

GENERAL

47. **THIS COURT ORDERS** that any interested party that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on May 31, 2024, or such other date as may be set by this Court upon the granting of this Order (the “**Comeback Date**”), and any such interested party shall give not less than two business days’ notice to the Service List and any other party or parties likely to be affected by the Order sought in advance of the Comeback Date; provided, however, that the Chargees shall be entitled to rely on this Order as issued and entered and on the Charges and priorities set forth in paragraphs 35 and 37 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied, or stayed.

48. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder.

49. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Applicants, the Business, or the Property.

50. **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 Applicants, the Monitor, and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

51. **THIS COURT ORDERS** that each of the Applicants and the Monitor 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 Monitor 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.

52. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No.: CV-24-_____-00CL

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

Proceedings commenced at Toronto, Ontario

INITIAL ORDER

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Tab 4

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~ TUESDAY, THE #21st
)
JUSTICE —PENNY) DAY OF ~~MONTH~~ MAY, ~~20YR~~ 2024

IN THE MATTER OF THE *COMPANIES'* CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ~~[APPLICANT'S NAME]~~ (the
"Applicant") EASTERN MEAT SOLUTIONS INC., SIERRA
CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION, RVB
HOLDINGS INC., VANDEN BROEK HOLDINGS (2008)
INC., SIERRA REALTY CALGARY CORPORATION AND
EASTERN MEAT SOLUTIONS (USA) CORP.

Applicants

INITIAL ORDER

THIS APPLICATION, made by ~~the~~ Eastern Meat Solutions Inc., Sierra Custom Foods Inc., Sierra Supply Chain Services Inc., Sierra Realty Corporation, RVB Holdings Inc., Vanden Broek Holdings (2008) Inc., Sierra Realty Calgary Corporation, and Eastern Meat Solutions (USA) Corp. (each, an "Applicant," and collectively, the "Applicants") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day by videoconference, at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~ Robert Vanden Broek sworn ~~[DATE]~~ May 21, 2024 and the Exhibits thereto, ~~and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice~~ (the "Vanden Broek Affidavit"), the Pre-Filing Report dated May 21, 2024 of Deloitte Restructuring Inc. ("Deloitte"), solely in its capacity as the proposed monitor of the Applicants (in such capacity, the "Monitor"), and on

hearing the submissions of counsel for ~~[NAMES], no one appearing for [NAME]¹ although duly served as appears from the affidavit of service of [NAME] sworn [DATE]~~the Applicants, counsel for the Monitor, and such other counsel that were present, and on reading the consent of ~~[MONITOR'S NAME]~~Deloitte to act as the Monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that all capitalized terms not expressly defined herein are defined, and have the meanings set forth, in the Vanden Broek Affidavit.

APPLICATION

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that ~~the~~each Applicant is a company to which the CCAA applies.

~~PLAN OF ARRANGEMENT~~

~~3. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").~~

¹ ~~Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

² ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall remain in possession and control of ~~its~~their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the ~~Applicant~~Applicants shall continue to carry on business in a manner consistent with the preservation of ~~its~~their business (the "Business") and Property. The ~~Applicant is~~Applicants are authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel, and such other persons (collectively "Assistants") currently retained or employed by ~~it~~them, with liberty to retain such further Assistants as ~~it deems~~they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **{THIS COURT ORDERS** that the ~~Applicant~~Applicants shall be entitled to continue to utilize the central cash management system³ currently in place as described in the Vanden Broek Affidavit ~~of [NAME] sworn [DATE]~~ or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity, or legality of any transfer, payment, collection, or other action taken under the Cash Management System, or as to the use or application by the ~~Applicant~~Applicants of funds transferred, paid, collected, or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the ~~Applicant~~Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under ~~the Plan~~any plan of compromise or arrangement with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System on or after the date of this Order.}

³ ~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

6. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to: (i) use their corporate credit cards (the “**Credit Cards**”) issued by the Bank of Montreal (“**BMO**”) provided that the Applicants shall make full repayment of all amounts outstanding thereunder, including any charges incurred prior to the date of this Order; and (ii) have access to the BMO Credit Facilities in accordance with the terms of the BMO Credit Agreement, so long as there is sufficient availability thereunder. All post-filing charges on the Credit Cards and advances under the BMO Credit Facilities must be in relation to necessary business expenses of the applicable Applicant.

7. ~~6.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; ~~and~~
- (b) the fees and disbursements of any Assistants retained or employed by the ~~Applicant~~Applicants in respect of these proceedings; at their standard rates and charges;
- (c) any payments required by the Applicants to maintain any of the licenses under the Safe Food for Canadians Act, S.C. 2012, c. 24; and
- (d) subject to the approval of the Monitor, amounts owing for goods or services supplied to the Applicants prior to the date of this Order if, in the opinion of the Applicants, such payments are necessary or desirable to avoid disruption to the Business or the Applicants, including, without limitation, amounts owing for goods or services in transit or otherwise supplied to the Applicants prior to the date of this Order by warehouse providers, logistics or supply chain providers, transportation providers, customs brokers, freight forwarders, and amounts payable in respect of customs and duties for goods.

8. ~~7.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the ~~Applicant~~Applicants shall be entitled but not required to pay all reasonable expenses incurred by the ~~Applicant~~Applicants in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business, including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance, and security services; and
- (b) payment for goods or services actually supplied to the ~~Applicant~~Applicants following the date of this Order or payments to obtain the release of goods or delivery of services contracted for prior to the date of this Order.

9. ~~8.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) ~~Quebec Pension Plan, and~~ (iv) income taxes, (iv) statutory deductions in the United States, and (v) 401(k) contributions in respect of employees domiciled in the United States;
- (b) all goods ~~and~~, services, excise, or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the ~~Applicant~~Applicants in connection with the sale of goods and services by the ~~Applicant~~Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal

realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the ~~Applicant~~Applicants.

10. ~~9.~~ **THIS COURT ORDERS** that until a real property lease is disclaimed ~~for-resiliated~~⁴ in accordance with the CCAA, the ~~Applicant~~Applicants shall pay all amounts constituting rent or payable as rent under real property leases for premises occupied by the Applicants (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be or has been negotiated between the ~~Applicant~~Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice- monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears), or at such other time intervals and dates as may be agreed to between the Applicants, with the consent of the Monitor, and the applicable landlord. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. ~~10.~~ **THIS COURT ORDERS** that, except as specifically permitted herein, the ~~Applicant~~Applicants ~~is~~are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the ~~Applicant~~Applicants to any of ~~its~~their creditors as of this date, other than if paid in accordance with the Cash Flow Forecast and as approved by the Monitor or the Court; (b) to grant no security interests, trust, liens, charges, or encumbrances upon or in respect of any of ~~its~~their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

⁴ ~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

RESTRUCTURING

12. ~~11.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants, with prior consent of the Monitor, shall, subject to such requirements as are imposed by the CCAA ~~and such covenants as may be contained in the Definitive Documents (as hereinafter defined)~~, have the right to:

- (a) permanently or temporarily cease, downsize, or shut down any of ~~its business~~their Business or operations, ~~[and to dispose of redundant or non-material assets not exceeding \$• in any one transaction or \$• in the aggregate]⁵;~~
- (b) ~~t~~erminate the employment of such of ~~its~~their employees or temporarily lay off such of ~~its~~their employees as ~~it deems~~they deem appropriate~~];~~ and
- (c) pursue all avenues of refinancing ~~of its~~or restructuring their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or restructuring,

all of the foregoing to permit the ~~Applicant~~Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

~~12. — THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims [or resiliates] the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under~~

⁵ ~~Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

~~such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer [or resiliation] of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.~~

~~13. — THIS COURT ORDERS that if a notice of disclaimer [or resiliation] is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer [or resiliation], the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer [or resiliation], the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.~~

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~APPLICANTS OR THE PROPERTY

13. ~~14.~~ **THIS COURT ORDERS** that until and including ~~[DATE — MAX. 30 DAYS]~~May 31, 2024, or such later date as this Court may order (the **"Stay Period"**), no proceeding or enforcement process in any court or tribunal (each, a **"Proceeding"**) shall be commenced or continued against or in respect of the ~~Applicant~~Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the ~~Applicant~~Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the ApplicantApplicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the written consent of the Applicants and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

14. ~~15.~~ **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being **"Persons"** and each being a **"Person"**) against or in respect of the ~~Applicant~~Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the ~~Applicant~~Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the

~~Applicant~~Applicants to carry on any business which the ~~Applicant is~~Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits, or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (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 RIGHTS

15. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate, or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, or permit in favour of or held by any of the ~~Applicant~~Applicants, except with the written consent of the ~~Applicant~~Applicants and the Monitor, or leave of this Court.

NO PRE-FILING VS POST-FILING OR TRIANGULAR SET-OFF

16. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due from the Applicants in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of this Order, in each case without the consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall prejudice any arguments any Person may want to make in seeking leave of the Court or following the granting of such leave.

17. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that are or may become due to any Applicant in respect of any obligations (whether arising prior to, on, or after the date of this Order) with any amounts that are or may become due from any Applicant (whether arising prior to, on, or after the date of this Order) to anyone other than that Person or Applicant, as the case may be. For greater certainty, references herein to Person and Applicant do not include any affiliates or related parties of that Person or Applicant.

CONTINUATION OF SERVICES

18. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with any of the ~~Applicant~~Applicants 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 Business or any of the ~~Applicant~~Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending, or terminating the supply of such goods or services as may be required by any of the ~~Applicant~~Applicants or exercising any other remedy provided under the agreements or arrangements, including, without limitation, by charging increased rates for such goods and services in a manner that is inconsistent with existing agreements or arrangements, and that each of the ~~Applicant~~Applicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses, and domain names, provided in each case that the normal or existing prices or charges for all such goods or services received after the date of this Order are paid by the applicable Applicant in accordance with normal or existing payment practices of the applicable Applicant or such other practices as may be agreed upon by the supplier or service provider and ~~each of~~ the applicable Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of ~~lease~~leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the ~~Applicant~~Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

⁶ ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current, or future directors or officers of the ~~Applicant~~ Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the ~~Applicant~~ Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a plan of compromise or arrangement in respect of the ~~Applicant~~ Applicants, if one is filed, is sanctioned by this Court or is refused by ~~the creditors of the Applicant or~~ this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. ~~20.~~ **THIS COURT ORDERS** that the ~~Applicant~~ Applicants shall indemnify ~~its~~ their directors and officers against obligations and liabilities that they may incur as directors or officers of the ~~Applicant~~ Applicants after the commencement of the within proceedings,⁷ except to the extent that, with respect to any ~~officer or~~ director or officer, the obligation or liability was incurred as a result of ~~the~~ such director's or officer's gross negligence or wilful misconduct.

22. ~~21.~~ **THIS COURT ORDERS** that the directors and officers of the ~~Applicant~~ Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge")⁸ on the Property, which charge shall not exceed an aggregate amount of \$ ~~600,000~~ unless permitted by further Order of this Court, as security for the indemnity provided in paragraph ~~20~~ 21 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~38~~ 35 and ~~40~~ 37 herein.

⁷ ~~The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

⁸ ~~Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

23. ~~22.~~ **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the ~~Applicant's~~ Applicants' current and future directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~120~~ 21 of this Order.

APPOINTMENT OF MONITOR

24. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~ Deloitte is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the ~~Applicant~~ Applicants with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant~~ Applicants and ~~its~~ their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the ~~Applicant~~ Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

25. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the ~~Applicant's~~ Applicants' receipts and disbursements, including those accounts that may be controlled by third parties, without limitation, in respect of any accounts controlled by third parties;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- ~~(c) — assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a [TIME INTERVAL] basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be~~

~~used in these proceedings including reporting on a basis to be agreed with the DIP Lender;~~

- (c) ~~(d)~~ advise the ~~Applicant~~Applicants in ~~its~~their preparation of the ~~Applicant~~Applicants's cash flow statements ~~and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~
- (d) ~~(e)~~ advise the ~~Applicant~~Applicants in ~~its~~their development of ~~the Plan and any amendments to the Plan~~plan of compromise or arrangement, or in respect of any other restructuring transaction that may be pursued by the Applicants;
- ~~(f) — assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;~~
- (e) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the ~~Applicant~~Applicants, to the extent that is necessary to adequately assess the ~~Applicant's business~~Applicants' Business and financial affairs or to perform its duties arising under this Order;
- (f) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (g) have unrestricted access to the operating account with BMO in relation to the Cold Storage Agreement between Sierra Supply Chain Services Inc. and Confederation Freezers Inc. to monitor activity of the funds; and
- (h) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

26. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the

Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer for any purpose whatsoever.

27. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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 Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

28. ~~27.~~ **THIS COURT ORDERS** that ~~that~~ the Monitor shall provide any creditor of the ~~Applicant and the DIP Lender~~ Applicants with information provided by the ~~Applicant~~ Applicants in response to reasonable requests for information made in writing by such ~~creditor~~ creditors addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the ~~Applicant~~ Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the ~~Applicant~~ Applicants may agree.

29. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor any its employees and representatives acting in such capacities shall incur ~~no~~ any liability or obligation

as a result of ~~its~~the appointment of the Monitor or the carrying out by it 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 Monitor by the CCAA or any applicable legislation.

30. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the ~~Applicant~~Applicants shall be paid their reasonable fees and disbursements (including pre-filing fees and disbursements incurred in connection with preparing for this proceeding), in each case at their standard rates and charges, by the ~~Applicant~~Applicants as part of the costs of these proceedings. The ~~Applicant is~~Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, and counsel for the ~~Applicant~~Applicants on a ~~[TIME INTERVAL]~~bi-weekly basis or on such other terms as may be agreed to by the applicable parties and, in addition, the ~~Applicant is~~Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the ~~Applicant~~Applicants, retainers in the amount~~[s]~~ of \$~~●~~ {50,000, \$35,000, and \$50,000, respectively,} to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

32. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any, and the Applicant's~~ counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$~~●, 500,000, unless permitted by further Order of this Court,~~ as security for their professional fees and disbursements incurred ~~at the standard rates and charges of the Monitor and such counsel,~~ both before and after the making of this Order ~~in respect of these proceedings~~at their standard rates and charges. The Administration Charge shall have the priority set out in paragraphs ~~{38}~~35 and ~~{40}~~37 hereof.

~~DIP FINANCING~~

~~32. — THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from [DIP LENDER'S NAME] (the "DIP Lender") in~~

~~order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$● unless permitted by further Order of this Court.~~

~~33. — THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of [DATE] (the "Commitment Letter"), filed.~~

~~34. — THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~35. —~~

INTERCOMPANY LENDING

33. THIS COURT ORDERS that on or after the date of this Order, in each case, subject to the approval of the Monitor, any of the Applicants may make any payment to or on behalf of, or incur any obligation on behalf of, or discharge any obligation of, any of the other Applicants, or otherwise transfer value to, or for the benefit of, any of the other Applicants for the purpose of funding the Business or other restructuring costs (including any interim expenditures).

34. THIS COURT ORDERS ~~that the DIP Lender shall be entitled,~~ to the benefit ~~extent any of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs [38] and [40] hereof.~~

~~36. — THIS COURT ORDERS that, notwithstanding any other provision of this Order:~~

- (a) ~~the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;~~
- (b) ~~upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ● days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and~~
- (c) ~~the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.~~

~~37. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the Bankruptcy and Insolvency Act of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.~~ the Applicants (in each case, an "Intercompany Lender") after the date of this Order, and subject to the approval of the Monitor, makes any payment to or on behalf of, or incurs any obligation on behalf of, or discharges any obligation of, any of the other Applicants or otherwise transfers value to, or for the benefit of, any of the other Applicants (in each case, the "Borrowing Applicant"), such Intercompany Lender is hereby granted a charge (each, an "Intercompany Charge") on all of the Property of the Borrowing Applicant in the amount of such payment, obligation, or transfer of value. The Applicants and the Monitor shall take into account the amount of each Intercompany Charge granted by and to each Applicant to determine the net amount secured by

each Intercompany Charge. Each Intercompany Charge shall have the priority set out in paragraphs 35 and 37 hereof; provided that, for greater certainty, each Intercompany Charge shall rank *pari passu* with any other Intercompany Charge, as applicable.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

35. ~~38.~~ **THIS COURT ORDERS** that the priorities of the ~~Directors' Charge, the~~ Administration Charge ~~and~~, the ~~DIP Lender's~~ Directors' Charge, and the Intercompany Charges (collectively, the "Charges") and the BMO Security, as among them, shall be as follows⁹:

First – Administration Charge (to the maximum amount of \$●500,000);

Second ~~—DIP Lender's Charge; and~~

~~Third~~ – Directors' Charge (to the maximum amount of \$●600,000);

Third – BMO Security; and

Fourth - Intercompany Charges.

36. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "Charges")~~ shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

37. ~~40.~~ **THIS COURT ORDERS** that each of the ~~Directors' Charge, the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein)~~ Charges shall

⁹ ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, deemed trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, save for the Intercompany Charge, which charge shall be subordinate to the BMO Security and Encumbrances in favour of BMO.

38. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Applicant~~Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge~~Charges, unless the ~~Applicant~~Applicants also ~~obtains~~obtain the prior written consent of the Monitor, ~~the DIP Lender~~ and the beneficiaries of the ~~Directors' Charge and the Administration Charge~~applicable Charges, or further Order of this Court.

39. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge~~Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") ~~and/or the DIP Lender~~ thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA or other applicable statutes, or any bankruptcy or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the ~~Applicant~~Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges ~~nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents~~ shall create or

be deemed to constitute a breach by the ~~Applicant~~Applicants of any Agreement to which ~~it is~~any of them are a party;

~~(b) — none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and~~

(b) ~~(e)~~ the payments made by the ~~Applicant~~Applicants pursuant to this Order, ~~the Commitment Letter or the Definitive Documents~~, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

40. ~~43.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Applicant's interest in such real property leases.

SERVICE AND NOTICE

41. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the ~~Applicant~~Applicants of more than \$~~1000~~1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of individuals (but not corporate entities) who are creditors publicly available unless otherwise ordered by the Court.

42. ~~45.~~ **THIS COURT ORDERS** that the ~~E-Service Protocol of the~~Guide Concerning Commercial List E-Service (the “**Protocol**”) is approved and adopted by reference herein and, in

this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~<https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph ~~24~~13 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ~~“a”~~: <https://www.insolvencies.deloitte.ca/easternmeat> (the “**Monitor’s Website**”).

43. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the ~~Applicant~~Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile or other electronic transmission to the ~~Applicant's~~Applicants’ creditors or other interested parties at their respective addresses as last shown on the records of the ~~Applicant~~Applicants and that any such service ~~or~~, distribution ~~by courier, personal delivery or facsimile transmission~~ or notice shall be deemed to be received: (a) if sent by courier, on the next business day following the date of forwarding thereof, ~~or~~ (b) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing.

44. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants’ creditors or other interested parties and their advisors, as applicable. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

45. THIS COURT ORDERS that, except with respect to any motion to be heard on the Comeback Date (as defined below), any interested party wishing to object to the relief sought in a motion brought by the Applicants or the Monitor in these proceedings shall, subject to further Order of this Court, provide the service list in these proceedings (the “Service List”) with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. Eastern Standard/Daylight Time on the date that is two business days prior to the date such motion is returnable (the “Objection Deadline”). The Monitor shall have the ability to extend the Objection Deadline by notice in writing.

46. THIS COURT ORDERS that following the expiry of the Objection Deadline, counsel to the Monitor may inform the Court of the absence or the status of any objections to the motion and the judge having carriage of the motion may determine (a) whether a hearing in respect of the motion is necessary, (b) if a hearing is necessary, the date and time of the hearing, (c) whether such hearing will be in person or videoconference, or by written submissions only, and (d) the parties from whom submissions are required. In the absence of any such determination, a hearing will be held in the ordinary course on the date specified in the notice of motion.

GENERAL

47. THIS COURT ORDERS that any interested party that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on May 31, 2024, or such other date as may be set by this Court upon the granting of this Order (the “Comeback Date”), and any such interested party shall give not less than two business days’ notice to the Service List and any other party or parties likely to be affected by the Order sought in advance of the Comeback Date; provided, however, that the Chargees shall be entitled to rely on this Order as issued and entered and on the Charges and priorities set forth in paragraphs 35 and 37 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied, or stayed.

48. ~~47.~~ THIS COURT ORDERS that the ~~Applicant~~Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of ~~its~~their respective powers and duties hereunder.

49. ~~48.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the ~~Applicant~~ Applicants, the Business, or the Property.

50. ~~49.~~ **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 ~~Applicant~~ Applicants, the Monitor, and their respective 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 ~~Applicant~~ Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the ~~Applicant~~ Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

51. ~~50.~~ **THIS COURT ORDERS** that each of the ~~Applicant~~ Applicants and the Monitor 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 Monitor 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.

~~51. — THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.~~

52. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern ~~Standard/Daylight~~ Time) on the date of this Order without the need for entry or filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No.: CV-24- _____ -00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

INITIAL ORDER

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

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APPLICATION RECORD

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