

EXHIBIT "E"

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1970

AGREEMENT OF LANDLORD

TO: Bridging Capital Inc. ("BCI")

RE: Sun Pac Foods Limited
(the "Tenant")

AND RE: Lease of 10 Sun Pac Blvd., Brampton, Ontario, L6S 4R5 (the "Premises") by Menkes GTA Industrial Holdings Inc. (the "Landlord") to the Tenant pursuant to a lease dated July 1, 2013 (the "Lease")

WHEREAS the Landlord is the owner of the Premises which have been leased to the Tenant pursuant to the Lease.

WHEREAS BCI has or will be extending credit to the Tenant and has or will obtain rights, interests, security interests or other encumbrances in and to the property and assets of the Tenant described in Schedule "A" hereto (the "Collateral").

AND WHEREAS in order to assist the Tenant in obtaining credit from BCI for as long as BCI holds a security interest in the Collateral and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord hereby agrees with BCI as follows:

1. Landlord waives, releases and postpones in favour of BCI for as long as BCI holds a security interest in the Collateral any and all rights, claims or privileges (including, without limitation, the right of distress) which the Landlord now has or hereafter may have with respect to the Collateral.
2. The Collateral shall not be deemed a fixture or part of the real estate but shall at all times be considered personal property.
3. The Landlord agrees that it will not accept a surrender of the Lease, in whole or in part, without the prior written consent of BCI.
4. If at any time during the term of the Lease the Tenant shall be in default of any of the covenants, conditions or agreements contained in the Lease, the Landlord, before exercising any of its rights and remedies set forth in the Lease or at law (the "Rights"), shall provide BCI with five (5) business days prior written notice of its intention to exercise such rights and remedies (the "Notice").
5. At any time after receipt of the Notice and prior to the Landlord's exercise of the Rights, BCI may, at its option, do all or any of the following without payment of Occupation Rent (as hereinafter defined) or otherwise:
 - a. BCI or its representatives may enter upon the Premises at any time provided it first delivers satisfactory evidence of insurance to the Landlord to inspect, appraise or remove the Collateral, and may advertise and conduct a liquidation, public auction or private sale thereon, provided any damage to the Premises caused thereby is repaired by BCI, and provided that BCI covenants and agrees

to use its reasonable best efforts to maximize the proceeds obtained by the sale of the Collateral and to properly account to the Landlord as contemplated below;

- b. BCI or its representatives may carry on the business of the Tenant or maintain the Collateral at the Premises;
- c. BCI or its representatives may assign the Lease to a purchaser of all or any part of the Collateral with the consent of the Landlord such consent not to be unreasonably withheld in accordance with the terms of the Lease. Upon such assignment, BCI or its representatives shall have no liability to the Landlord for any of the Tenant's obligations under the Lease; and
- d. BCI may terminate its occupation rights under this Section on 5 business days notice to the Landlord after which BCI shall have no liability to the Landlord for occupation rent or any of the Tenant's obligations under the Lease;

provided that in the event that BCI wishes to exercise its occupation rights under this Section 5 for a period in excess of 12 weeks, commencing the beginning of the 13th week, BCI shall pay Occupation Rent (being specifically basic rent as provided for in the Lease, taxes, insurance and maintenance (of a non-capital nature)) to the Landlord calculated on a per diem basis and payable monthly in arrears; provided further that in the event that the Landlord is a creditor of the Tenant and wishes to extend or makes a request of a Receiver (private or Court appointed) or Trustee or otherwise to extend the sale process or requires an extended sale process, all Occupation Rent shall be for the account of the Landlord and all amounts up to \$6,650,000.00 owing by the Tenant to BCI shall be paid in priority to any Occupation Rent. Any monies received in excess of the lesser of the monies owed by the Tenant to BCI and \$6,650,000.00 shall be paid to the Landlord in respect of monies owing to the Landlord by the Tenant pursuant to the Lease. The Landlord agrees not to dispose of its interest in the Lease and the Premises without informing its successor of the terms of this agreement, and the Landlord shall cause its successor to agree to be bound by the provisions of this agreement prior to such disposition.

- 6. The Landlord confirms that the Lease is in good standing and in full force and effect, all rents due thereunder to the date hereof have been duly paid, and neither party is in default in the observance or performance of its respective covenants in the Lease to the date hereof.
- 7. Any notice required or permitted to be given by the Landlord to BCI must be in writing and be delivered or sent by personal delivery, facsimile or by registered mail (except during a postal disruption or threatened postal disruption) addressed to the recipient as follows:

to BCI: 95 Wellington Street West, Suite 915
Toronto, Ontario

Fax: (416) 633-4959

to the Landlord: 4711 Yonge Street, Suite 1400
Toronto, Ontario M2N 7E4

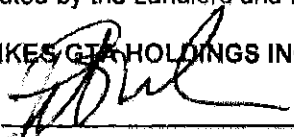
Fax: (416) 491-2304

Any notice delivered personally or by facsimile will be deemed to have been validly and effectively given on the day of delivery. Any notice sent by registered mail will be deemed to have been validly and effectively given on the third business day following the date of mailing.

8. This agreement shall be binding upon the Landlord, BCI and their successors and assigns and shall enure to the benefit of each respective party and its successors and assigns including, without limitation, any Receiver (private or Court appointed), Trustee or otherwise.

IN WITNESS WHEREOF this agreement has been executed by the Landlord and BCI as of the day of July, 2013.

MENKES GEA HOLDINGS INC.

Per: 

Name: **Peter Menkes**

Title: **President - Commercial/Industrial**

I have authority to bind the Corporation

BRIDGING CAPITAL INC.

Per: 

Name:

Title:

I have authority to bind the Corporation

Natasha Sharpe

President

Bridging Capital Inc.

SCHEDULE "A"

All of the Tenant's property, assets and undertaking, including, without limitation, the Tenant's inventory now or hereafter on or at the Premises, and all increases, additions, accessions thereto, replacements and substitutions thereof and therefore and those fixtures and chattels set out in Schedule "C" to the Lease attached hereto as Schedule "B".

SCHEDULE "B"

See attached.

SCHEDULE "C"

List of Tenant's Fixtures and Chattels

PRODUCTION / PROCESS

All equipment, support structures, conveyors, process supply and infrastructure (including but not limited to power, compressed air, water, gas, steam, hot water)

HOT WATER / STEAM SUPPLY

All boilers, hot water heaters, pumps, associated piping, power (supply and distribution) and drainage to the floor level

ELECTRICAL POWER SUPPLY (POWER)

All distribution downstream of the prime switchgear used to power production / process / hot water / steam supply. Prime switchgear is located above or near the electrical vault.

WATER DISTRIBUTION

All piping and pumping and distribution from discharge flange of municipal water supply shut-off valve, including any municipal metering devices.

TANK FARM

All tanks, pumps, power, utilities, piping and associated equipment.

DRAINAGE

All sump pumps and water treatment facilities prior to discharge into the municipal waste system.

BATTERY CHARGERS

All battery chargers, stands, racks, power supply and distribution.

(collectively, "Tenant's Fixtures and Chattels")