

RECORDATION FORM COVER SHEET

05-24-2000

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attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):
Westfield Industries Ltd.

101365750

id address of receiving party(ies)

Name: The Toronto Dominion Bank

Internal Address: P.O. Box 1310

- Individual(s)
- General Partnership
- Corporation-State
- Other Canada Corporation

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

Street Address: 410-22 Street East
Saskatoon, Saskatchewan S7K 3N9
City: _____ State: _____ ZIP: _____
CANADA

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Canada Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 8, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,641,037
1,794,696

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Theodore A. Breiner

Internal Address: _____

Street Address: 115 North Henry Street

City: Alexandria State: VA ZIP: 22314

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-3690

(Attach duplicate copy of this page if paying by deposit account)

05/23/2000 DNGUYEN 00000306 023690 1641037

DO NOT USE THIS SPACE

01 FC:481 (40.00 CH)
02 FC:482 (25.00 CH)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Theodore A. Breiner
Name of Person Signing

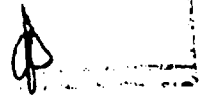
Signature

May 15, 2000
Date

Total number of pages including cover sheet, attachments, and document: 10

GENERAL SECURITY AGREEMENT

TO: **THE TORONTO-DOMINION BANK**



410 - 22 ST E, POB 1310, SASKATOON, SK S7K 3N9 (hereinafter called the "Bank")

GRANTED BY: WESTFIELD INDUSTRIES LTD.
_____ (hereinafter called the "Undersigned")

1. SECURITY INTEREST

As general and continuing security for the payment of all obligations, indebtedness and liabilities, direct or indirect, of the Undersigned to the Bank wheresoever and howsoever incurred and whether incurred before, at the time of or after the execution hereof, including extensions or renewals thereof, including without restricting the generality of the foregoing, obligations to the Bank for advances by the Bank to the Undersigned under fixed or revolving credits established from time to time, liability to the Bank for letters of credit or guarantees, whether or not drawn upon, issued or given by the Bank for the Undersigned and the obligation and liability of the Undersigned under any contract of guarantee now or hereafter in existence whereby the Undersigned guarantees payment of the debts, liabilities and obligations of a third party to the Bank (the obligations, indebtedness and liabilities of the Undersigned referred to above hereinafter collectively called "Obligations"), and, IN CONSIDERATION OF THE OBLIGATIONS, the Undersigned hereby grants, bargains, assigns and transfers to the Bank a first, fixed and specific mortgage and charge, as and by way of a continuing security interest (hereinafter together with any other security interest hereby created called the "Security Interest") in the following property described in sub-paragraphs (a), (b), (c), and (d) of this paragraph now or hereafter owned or acquired by or on behalf of the Undersigned:

Delete "and (d)" if inapplicable.

- (a) **INTANGIBLES** - all intangible property and not included in paragraph 10 below including, without limitation, all contractual rights and insurance claims, patents, trademarks, trade names, goodwill, copyrights and other industrial property of the Undersigned (all of which property is hereinafter collectively called "Intangibles");
- (b) **PROCEEDS** - all of the Undersigned's property in any form derived directly or indirectly from any use or dealing with the Collateral (defined in the last sentence of this paragraph) or that indemnifies or compensates for Collateral destroyed or damaged (all of which property is hereinafter collectively called "Proceeds");
- (c) **BOOKS & RECORDS** - all of the Undersigned's deeds, documents, writings, papers, books of account and other books relating to or being records of debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (d) **EQUIPMENT** - all tools, machinery, equipment, furniture, plants, fixtures, and other tangible personal property, vehicles and fixed goods and chattels including all tools, machinery, equipment, furniture, plants, fixtures, vehicles, fixed goods and chattels other than inventory (as defined below), and any other property or assets of the kind, nature or description of the property or assets particularly described in the Schedule hereto (all of which property is hereinafter collectively called "Equipment");

Delete if inapplicable. If a Fixed and Specific Charge is Required, Complete Schedule.

and for the same consideration the Undersigned hereby grants, bargains, assigns and transfers to the Bank a first floating charge, as and by way of a continuing security interest, over:

- (e) **INVENTORY** - all goods and chattels now or hereafter forming the inventory of the Undersigned, of whatever kind and wherever located, including, without limitation, all goods, merchandise, raw material, work in process, finished goods and chattels held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Undersigned, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (all of which goods and chattels are hereinafter collectively called "Inventory");
- (f) **REAL ESTATE** - all real and immovable property, both freehold and leasehold, now or hereafter owned or acquired by the Undersigned, together with all buildings, erections, improvements and fixtures situate thereupon or used in connection therewith, including any lease, verbal or written or any agreement therefor, (all of which property is hereinafter collectively called "Real Estate") provided, however, the last day of any term of any such lease, verbal or written, or any agreement therefor now held or hereafter held by the Undersigned, is excepted

property is hereinafter collectively called "Real Estate") provided, however, the last day of any term of any such lease, verbal or written, or any agreement therefor now held or hereafter held by the Undersigned, is excepted out of the Real Estate charged by this Agreement, but should such charge become enforceable the Undersigned shall thereafter stand possessed of any such reversion upon trust to assign and dispose thereof as the Bank may direct; and

- (g) OTHER PROPERTY - the undertaking and all other property and assets of the Undersigned for the time being of whatsoever nature and kind both present and future including without limiting the generality of the foregoing, uncalled capital, moneys, rights, franchises, negotiable and non-negotiable instruments, judgments and securities (all of which are hereinafter collectively called "Other Property"), other than that which is at any and all times validly subject to the first, fixed and specific mortgage and charge hereby created or subject to the assignment set forth in paragraph 10.

All of the above mentioned property together with the Assignment in paragraph 10 is hereinafter called the "Collateral".

2. LOCATION OF PROPERTY

The Undersigned confirms and warrants that the Collateral will be kept at the address immediately preceding the Schedule hereto or, if left blank at the address shown below the Undersigned's signature to this Agreement, and, subject to the provisions of paragraph 4, the Undersigned will not remove any of the Collateral from said location without the prior written consent of the Bank.

2 a) This security agreement is delivered pursuant to and the provisions hereof are hereby made subject to the provisions of the commitment letter from the Bank to 628554 Saskatchewan Ltd., dated for reference May 16, 2000, as it may be amended, supplemented, superseded or replaced from time to time.

3. REPRESENTATIONS, WARRANTIES & COVENANTS

The Undersigned hereby represents, warrants or covenants to or with the Bank, as the case may be, that:

- (a) the Undersigned will reimburse the Bank for all costs and expenses (including legal fees on a solicitor and his own client basis) incurred by it in the preparation, execution and filing of this Agreement and the taking, recovering or possessing the Collateral and in any other proceedings taken for the purpose of protecting or enforcing the remedies provided herein, or otherwise in relation to the Collateral or by reason of non-payment of the Obligations and all such costs and expenses shall bear interest at the highest rate borne by any of the Obligations and shall be payable on demand;
- (b) except for the Security Interest the Undersigned is, or respecting the Collateral acquired after the date hereof will be, the owner of the Collateral free from any mortgage, lien, charge, security interest or encumbrance and the Undersigned will keep the Collateral free and clear of all taxes, assessments, liens and encumbrances;
- (c) the Undersigned will deliver to the Bank within three (3) months next after the end of each of the Undersigned's fiscal years, audited financial statements of the Undersigned, and, if the Undersigned is a corporation, will furnish annually to the Bank the information which is required to be furnished to the shareholders of a corporation under applicable law;
- (d) the Undersigned will care for, protect and preserve the Collateral and not permit its value to be impaired and, subject to paragraph 4, will not sell, transfer, assign, mortgage, charge, pledge, hypothecate or deliver or otherwise dispose of any such property or any interest therein without the prior written consent of the Bank;
- (e) the Undersigned will keep the Collateral insured under policies with such provisions, for such amounts and by such insurers satisfactory to the Bank from time to time, and will maintain such insurance with loss, if any, payable to the Bank and will lodge such policies with the Bank;
- (f) the Bank shall be entitled from time to time and at any time to inspect the Collateral wherever located and to make enquiries and tests concerning the Collateral, and the Undersigned will defray all expenses in connection therewith; and
- (g) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Undersigned in accordance with its terms.

4. USE OF SPECIFICALLY CHARGED PROPERTY

DEALING WITH INVENTORY, REAL ESTATE OR OTHER PROPERTY

Until the occurrence of an event of default, as hereinafter provided, the Undersigned may use the Collateral specifically charged in any lawful manner not inconsistent with this Agreement, and deal with the Inventory, Real Estate or Other Property or any part thereof in the ordinary course of business. Proceeds shall be received by the Undersigned in trust for the Bank and shall be forthwith paid over to the Bank.

5. EVENTS OF DEFAULT

Obligations not payable on demand shall become immediately payable upon the occurrence of one or more of the following events of default:

- (a) the Undersigned fails to pay when due any of the Obligations, or to perform or rectify a breach of any of the representations or warranties or covenants of this Agreement;
- (b) the Undersigned ceases or threatens to cease to carry on business, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
- (c) any warranty or representation made to induce the Bank to extend credit to the Undersigned, under this Agreement or otherwise, is false in any material respect when made;
- (d) an encumbrancer takes possession of any of the Collateral or any process of execution is levied or enforced upon or against any of the Collateral;
- (e) indebtedness or liability of the Undersigned other than to the Bank becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof or any guarantee given by the Undersigned is not honoured when due and called upon;
- (f) a declaration of incompetency of the Undersigned by a court;
- (g) if the Undersigned is a partnership, the death of a partner; or
- (h) if the Undersigned is an individual, the death of the Undersigned;

X

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and the Undersigned shall from time to time hereafter on the same request agreements, statements, further assignments, acts, matters and things which may from time to time in the opinion of the Bank be necessary or expedient for the purpose of carrying into effect any of the provisions hereof and of perfecting the title of the Bank in the Collateral, and the Bank and any of its managers or acting managers are by the Undersigned hereby irrevocably constituted and appointed the true and lawful attorney of the Undersigned with full power of substitution for the Bank at its option whenever and wherever it may deem necessary or expedient to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Undersigned.

7. WAIVER BY THE BANK

Any breach by the Undersigned of any of the provisions contained in this Agreement or any default by the Undersigned in the observance or performance of any covenant or condition required to be observed or performed by the Undersigned hereunder may only be waived by the Bank in writing, provided that no such waiver by the Bank shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

8. APPOINTMENT OF RECEIVER AND MANAGER

The Bank may appoint in writing any person, whether an employee or employees of the Bank or not, to be a receiver or a receiver and manager ("Receiver") of the Collateral or any part or parts thereof. A Receiver so appointed shall have power:

- (a) to take possession of, collect and get in the Collateral, or any part thereof and for that purpose to take any proceedings in the name of the Undersigned or otherwise;
- (b) to carry on or concur in carrying on the business of the Undersigned and for that purpose to raise money on the Collateral in priority to this Agreement or otherwise;
- (c) to sell or concur in selling any of the Collateral; and
- (d) to make any arrangement or compromise which the Receiver shall think expedient in the interest of the Bank.

Any Receiver so appointed shall be deemed to be the agent of the Undersigned, and the Undersigned shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses, and the Bank shall not be in any way responsible for any misconduct or negligence on the part of the Receiver. All moneys received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be applied in or towards satisfaction of the Security Interest. The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights the Bank may have from time to time.

9. PERISHABLE COLLATERAL

Except to the extent that the Bank believes on reasonable grounds that any part of the Collateral is perishable or will decline speedily in value, the Undersigned shall be entitled to not less than fifteen days' notice in writing of the date, time and place of any intended disposition of the Collateral, such notice to be sent by registered mail to the last known post office address of the Undersigned.

10. GENERAL ASSIGNMENT OF BOOK DEBTS

And the Undersigned for good and valuable consideration assigns, transfers, and sets over unto the Bank all debts, accounts, choses in action, claims, demands, and moneys now due or owing or accruing due or which may hereafter become due or owing to the Undersigned, including (without limiting the foregoing) claims against the Crown in the right of Canada or of any province, moneys which may become payable under any policy of insurance in respect of any loss by fire or other cause which has been or may be incurred by the Undersigned (collectively called "Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages and all other rights, benefits and documents now or hereafter taken, vested in or held by the Undersigned in respect of or as security for the Book Debts hereby assigned or intended so to be or any part thereof and the full benefit and advantage thereof, and all rights of action, claim, or demand which the Undersigned now has or may at any time hereafter have against any person or persons, firm or corporation in respect thereof. The Undersigned further hereby covenants, promises, and agrees to and with the Bank to well and truly execute or cause to be executed all or any such further or other document or documents as shall or may be required by the Bank to more completely or fully vest in the Bank the Book Debts hereby assigned or intended so to be and the right to receive the said moneys or to enable the Bank to recover same and will from time to time prepare and deliver to the Bank all deeds, books, vouchers, promissory notes, bills of exchange, accounts, letters, invoices, papers, and all other documents in any way relating to the Book Debts. Provided that this assignment is and shall be a continuing collateral security to the Bank for the Obligations. All money or any other form of payment received by the Undersigned in payment of any Book Debts shall be received and held by the Undersigned in trust

papers, and all other documents in any way relating to the Book Debts. Provided that the assignment to the Bank shall be a continuing collateral security to the Bank for the Obligations. All money or any other form of payment received by the Undersigned in payment of any Book Debts shall be received and held by the Undersigned in trust for the Bank.

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11. APPROPRIATION

The Bank shall have the right at any time to appropriate any payment made to any portion of the Obligations and to revoke or alter any such appropriation.

12. DEALING WITH SECURITY INTEREST

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

13. EXECUTION

If more than one person executes this Agreement, the term "Undersigned" shall include each as well as all of them, any and all of their obligations hereunder shall be joint and several and these presents and such obligations shall continue in full force and effect and apply notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and shall remain in full force and effect until all of the Obligations shall be paid in full. In the event any provisions of this Agreement shall be deemed invalid or void by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.

15. NON-SUBSTITUTION

The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

16. ACKNOWLEDGEMENT

The Undersigned acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF the Undersigned has executed this Agreement this 5th day of May, 2000, 1900.

WESTFIELD INDUSTRIES LTD.

WITNESS:

X per [Signature] (Seal)
X [Signature] President (Seal)
[Signature] Secretary (Seal)

Branch must Insert Date and Initial as Required

DATE RECEIVED
RECORDED _____
APPROVED _____

(Address)

COLLATERAL IS NOW AND WILL HEREAFTER BE LOCATED AT THE FOLLOWING ADDRESS(ES):

X 74 PR 205 E Rosenort Manitoba
(Street) (Town/City) (Province)

SCHEDULE

QUANTITY DESCRIPTION SERIAL NUMBER

SEE PAGES 2 AND 3 OF SCHEDULE

If space is insufficient attach additional list headed: PAGE 2 OF SCHEDULE

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT


"RESOLVED THAT the President or the Secretary are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialed) and such other documents as may be required, with such alterations, amendments, deletions or

General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialed by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and that execution accordingly shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.

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

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of WESTFIELD INDUSTRIES LTD. on the 21 day of May 2000 79 and that the said Resolution is now in full force and effect.


Secretary _____ C/S

VEHICLES - WESTFIELD INDUSTRIES LTD.

OCT/99

ITEM NO.	YEAR	MAKE	TYPE	SERIAL #	UNIT #	LICENCE PLATE #	DRIVER	VALUES FOR INSURANCE	NEW REPLACEMENT
1	1989	Ford	Dump Truck	F61CCCF22207		ARR 729 MB		3,000.00	35,000.00
2	1988	International	Tractor-Yard	1HSJYGF5JH500982		N/A		12,000.00	55,000.00
3	1992	*Peterbilt	Tractor	1XP5DB9X5ND316692	122	CBC 396 MB	Jerry	53,000.00	135,000.00
4	1994	*Peterbilt	Tractor	1XP5DB9X1RD349310	126	CAW 113 MB	Milch	70,000.00	135,000.00
5	1994	*Peterbilt	Tractor	1XP5DB9X5RD349309	128	CAW 114 MB	Dale	70,000.00	135,000.00
6	1995	*Peterbilt	Tractor	1XP5DB9X05N377637	130	CAW 115 MB	Bob	80,000.00	135,000.00
7	1996	*Western Star	Tractor	2WKPD0CXH3TK942743	132	CCB 804 MB	Ait M.	90,000.00	130,000.00
8	1999	*Peterbilt	Tractor	1XP5DR9X4XD47904	134	CAW 111 MB	Ken	125,000.00	135,000.00
9	1999	*Peterbilt	Tractor	1XP5DR9X6XD47905	136	CAW112 MB	Peter	125,000.00	135,000.00
10	1986	Saturn	Trailer	2S917B327GW010266		CAL 593 MB		2,500.00	11,000.00
11	1988	Fruheaul	Trailer	2H8PDM224JF045001	411	SA-64-21 MB		6,000.00	34,000.00
12	1988	Fruheaul	Trailer	2H8P04226JF045002	412	SA-64-22 MB		6,000.00	34,000.00
13	1994	Lode-King	Trailer	2LDLB4424RH014244	413	SA-64-23 MB		17,000.00	34,000.00
14	1994	Lode-King	Trailer	2LDLB4426RH014245	414	SA-64-24 MB		17,000.00	34,000.00
15	1994	Lode-King	Trailer	2LDLB4428RH014246	415	SA-64-25 MB		17,000.00	34,000.00
16	1994	Lode-King	Trailer	2LDLB442XRH014247	416	SA-64-26 MB		17,000.00	34,000.00
17	1994	Lode-King	Trailer	2LDLB4421RH014248	417	SA-64-27 MB		17,000.00	34,000.00
18	1994	Lode-King	Trailer	2LDLB4423RH014249	418	SA-64-28 MB		17,000.00	34,000.00
19	1994	Lode-King	Trailer	2LDLB442XRH014250	419	SA-64-29 MB		17,000.00	34,000.00
20	1994	Lode-King	Trailer	2LDLB4421RH014251	420	SA-64-30 MB		17,000.00	34,000.00
21	1994	Lode-King	Trailer	2LDLB4423RH014252	421	SA-64-31 MB		17,000.00	34,000.00
22	1994	Lode-King	Trailer	2LDLB4425RH014253	422	SA-64-32 MB		17,000.00	34,000.00
23	1994	Lode-King	Trailer	2LDLB4427RH014254	423	SA-64-33 MB		17,000.00	34,000.00
24	1995	Lode-King	Trailer	2LDLB442XSH025285	424	SA-64-34 MB		19,000.00	34,000.00
25	1995	Lode-King	Trailer	2LDS04421W9030123	425	SA-64-35 MB		19,000.00	34,000.00
26	1998	Lode-King	Trailer	2LDS04421W9030123	426	SD-57-96 MB		26,000.00	34,000.00
27	1998	PJ Goosenneck	Trailer	4P5GF28J39W1016052		CDL 364 MB		7,000.00	8,000.00
28	1990	Chevrolet	Truck	2GCEC14K7L1161954		CAY 986 MB	Peter	4,000.00	24,000.00
29	1995	Chevrolet	Truck	1GCF24KXSZ103255		CAY 988 MB	Rob	12,000.00	24,000.00
30	1995	Chevrolet	Truck	1GCF24S7SE124930		CAY 989 MB	Jim	12,000.00	28,000.00
31	1998	Chev 3500	Truck	1GCGC34J5WE18B729		CBH 095 MB	Ron	28,000.00	35,000.00
32	1986	Saturn	Trailer	2S917B327GW023916		TYJ 032 SK		2,500.00	11,000.00
33	1995	Chevrolet	Truck	1GCF24S1SE124990		DTK 729 SK		12,000.00	20,000.00
TOTAL - MAINT OBA								966,000.00	1,730,600.00
TOTAL VEHICLES								980,500.00	1,769,600.00

* Sleeper Berth

Patents

Patent Name	Patent/Application No.	Patent Date
Coupling Grain Augers	Patent No. 1,158,193 - Cdn.	95/07/11
Coupling Grain Augers	Patent No. 4,603,775 - U.S.	August 5, 1986
Hydraulic Cylinder for Grain Augers	Application No. 2,185,377 - Cdn.	Not yet registered
Hydraulic Cylinder for Grain Augers	Patent No. 5,873,447 - U.S.	February 23, 1999
Reinforced Auger Flighting	Application No. 2,252,127 - Cdn.	Not yet registered
Reinforced Auger Flighting	Application No. 09/184,637	Not yet registered

Trademarks

Trademark Name	Trademark Number	Trademark Date
Westfield	1,641,037 - U.S.	April 16, 1991
Westfield	1,794,696 - U.S.	September 28, 1993
Westfield	422052 - Cdn.	January 7, 1994