



This is the 1st affidavit of Jason Evans in this case and was made on February 2, 2023

Court File No.: S23030255
Court Registry: Vancouver

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

WAYGAR CAPITAL INC., as agent for
NINEPOINT CANADIAN SENIOR DEBT MASTER FUND L.P.

PETITIONER

AND:

THE VERY GOOD FOOD COMPANY INC., 1218158 B.C. LTD., 1218169 B.C. LTD., THE
CULTURED NUT INC., THE VERY GOOD BUTCHERS INC., LLOYD-JAMES
MARKETING GROUP INC., and VGFC HOLDINGS LLC

RESPONDENTS

AFFIDAVIT

I, Jason Evans, Business Person, of PO Box 21043 Maple Ridge Square RPO, Maple Ridge, in the Province of British Columbia, AFFIRM THAT:

1. I am a co-owner of Modern Forklift Services Ltd., as such I have personal knowledge of the facts and matters deposed to, except where the same are stated to be based on information and belief and as to these last-mentioned matters, I verily believe them to be true.
2. On or about January 16, 2023 the Petitioner obtained a receivership order over The Very Good Food Company Inc. and related companies before The Honourable Mr. Justice Paul Walker (the "Receivership Order"). The Receivership was obtained on short notice.
3. At that time the applicant, Modern Forklift Services Ltd., was leasing a total of seven Forklifts to The Very Good Food Company Inc.:

- a) Caterpillar Counterbalance forklift 5000lbs capacity
- b) Crown RC5500 Quad Mast 400lbs capacity
- c) Crown RC5500 TT Mast 3000lbs capacity
- d) Crown RR5700 Reach Truck 3500lbs capacity
- e) JLG Scissor Jack
- f) 2 x Hester W40 Electric Pallet Jacks 4000lbs capacity \$500.00/month
(collectively "the Forklifts")

4. Lease payments were due on the 11th of the month for five of the Forklifts, and the 18th of the month for the remaining two Forklifts.
5. Now shown to me and marked as Exhibit "A" to this my Affidavit are true copies of the fronts of the lease agreements for the Forklifts.
6. We have registered the leases with the Personal Property Security Registry. Now shown to me and marked as Exhibit "B" to this my Affidavit are true copies of the PPSR printouts obtained through BC Online.
7. The lease agreement between the applicant and The Very Good Food Company Inc. provided that failure to pay rent in accordance with the lease was a default, and further provided any receivership order against The Very Good Food Company Inc. was a default. Now shown to me and marked as Exhibit "C" to this my Affidavit is a true copy of the back of our standard form lease agreement. All of the lease agreements have these same terms.
8. The lease agreement permits the applicant to take possession of the Forklifts on default and to terminate the lease agreement upon default.
9. In the interim, the receiver has not paid rent on the Forklifts.
10. We are suffering financial harm as a result of the failure of The Very Good Food Company to meet their lease payments and we have alternate customers interested in the Forklifts.
11. I assess the current market rent for the Forklifts is as follows:

- Caterpillar Counterbalance forklift 5000lbs capacity \$1300.00/month
- Crown RC5500 Quad Mast 400lbs capacity \$1450.00/month
- Crown RC5500 TT Mast 3000lbs capacity \$1300.00/month
- Crown RR5700 Reach Truck 3500lbs capacity \$1450.00/month
- JLG Scissor Jack \$1000.00/month
- 2 x Hester W40 Electric Pallet Jacks 4000lbs capacity \$500.00/month each = \$1000.00/month
- Total: \$7500.00/month **plus all applicable taxes.**

12. I swear this Affidavit in support of an order The Very Good Food Company return Forklifts and we be granted access to their premises to reclaim the Forklifts.

SWORN BEFORE ME at Vancouver, British Columbia, this 2 day of February, 2023.

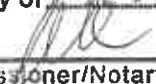
A Commissioner for taking Affidavits for the Province of British Columbia

Kenneth Armstrong



JASON EVANS

This is Exhibit " A " to the Affidavit of
Jason Evans
sworn (or affirmed) before me at
Vancouver ,B.C.
this 2 day of February 2023


A Commissioner/Notary Public for the
Province of British Columbia

LEASE AGREEMENT

Modern Forklift Services Ltd.

CUSTOMER INFORMATION

LEASE DETAILS

Modern Forklift Services Ltd
PO Box 21043, Maple Ridge Square BPO, Maple Ridge, BC V2X 1P7

604 521 5400

Item	Frequency	Rate	Start Date	End Date	Total
Monthly					
Weekly					
Quarterly					
Annually					
TOTAL					

LEASE OPTION

LEASE OPTION

A. Buyout option available at end of lease term.

B. Buyout option available at end of lease term.

LESSOR

CUSTOMER

This is a legal document and should be read carefully. It contains important information regarding the terms and conditions of the lease.

Signature of Lessor

THE UNDERSIGNED CUSTOMER HAS READ AND ACCEPTS THE TERMS AND CONDITIONS INCLUDING THOSE ON THE REVERSE HEREOF.

Any changes must be initialed and signed by both parties.

TERMS & CONDITIONS

1. This lease is for a term of 36 months, commencing on the date of delivery and ending on the date of return.

2. The monthly lease fee is \$1,200.00, payable in advance on the 1st day of each month.

3. The customer is responsible for all taxes, including GST, and any other charges levied by the government.

4. The customer must maintain the forklift in good working order and is responsible for all repairs and maintenance.

5. The customer must not use the forklift for any illegal or unauthorized purposes.

6. The customer must return the forklift at the end of the lease term in good condition, with all accessories and tools.

7. The customer is responsible for any damage to the forklift or property caused by the customer or its employees.

8. The customer must not transfer the lease to any other party without the written consent of the lessor.

9. The lessor warrants that the forklift is free from any liens or other claims at the time of delivery.

10. The lessor shall be liable for any defects in the forklift that are discovered within the first 30 days of the lease term.

See reverse side for additional terms and conditions which are part of this lease.

DELIVERY AND ACCEPTANCE CERTIFICATE

DATE OF DELIVERY

LEASE NO.

MODERN FORKLIFT SERVICES LTD.

JAN 11 2011
JAN 21 2011

11 JAN 21
THE VERY GOOD FORD CO

LEASE AGREEMENT

Modern Forklift Services Ltd.

CUSTOMER INFORMATION

TERMINAL
255-2448

LEASE DETAILS

Modern Forklift Services Ltd.

PO Box 21043, Maple Ridge Square RPO, Maple Ridge, BC V2X 1P7

604-621-5438

Term	Payments will be made IN ADVANCE	No. of Payments	Per Month Payment	25%	Monthly Lease Fee	Total Month Payment
12 Months	Monthly	12	\$	1	\$	\$

OPTION DATE: 1st of 1st term

INVOICE OPTION

INVOICE OPTION

A. I hereby authorize you to invoice me for the equipment under this lease.

B. My lease payments shall be made to you by direct debit from my bank account.

LESSOR

CUSTOMER

This lease shall not become binding until signed and accepted as follows:

Date of Lessor's Acceptance

THE UNDERSIGNED CUSTOMER HAS READ THE ENTIRE LEASE AND ACCEPTS THE TERMS AND CONDITIONS INCLUDING THOSE ON THE REVERSE HEREOF.

Any charges must be finalized only by lease Signatories.

TERMS & CONDITIONS

1. This lease agreement is made between Modern Forklift Services Ltd. (Lessor) and [Customer Name] (Customer). The purpose of this lease is to provide the Customer with the use of the equipment described in Schedule A for the term set out in Schedule B. The Customer shall pay to the Lessor the monthly lease payments set out in Schedule C. The Customer shall be responsible for the maintenance, repair, and replacement of the equipment during the term of the lease. The Customer shall not assign, sublease, or otherwise dispose of the equipment without the prior written consent of the Lessor. The Lessor shall retain title to the equipment throughout the term of the lease. This lease shall be governed by the laws of the Province of British Columbia. The parties agree to arbitrate any disputes arising out of this lease. The entire lease agreement is contained in the lease agreement form and the reverse hereof. The Customer agrees to read and accept the terms and conditions of the lease agreement form and the reverse hereof.

See reverse side for additional terms and conditions which are part of this lease.

DELIVERY AND ACCEPTANCE CERTIFICATE

MODERN FORKLIFT SERVICES LTD.

JAC

21

JAC 21

JAW

21

THEVORZI (600) FRO) CO

LEASE AGREEMENT

THIS AGREEMENT is made between Modern Forklift Services Ltd. Lessor and Customer

CUSTOMER INFORMATION

Customer Name, Contact Name, Telephone, Fax, Postal Code, City, Province, Business Name, Telephone, Fax, E-mail, Website, Company Address

LEASE DETAILS

Lessor's Full Legal Name: Modern Forklift Services Ltd., Address: PO Box 21043, Maple Ridge Square RPO, Maple Ridge, BC V2X 1P7, Lease No., Contact Name, Telephone No., Fax No.

Quantity: Equipment Description include make, make/model, where available attach and refer to Appendix 1

Term: No. of Months, Payments to be made IN ADVANCE, No. of Payments, Net Rental Payment, G.S.T., Provincial Sales Tax, Total Rental Payment, OPTION DATE, The End of Term, OPTION PRICE

INVOICE OPTION

INVOICE OPTION A. I respect and authorize payments and decline invoices B. My Net Rental Payment respects \$150 per payment and I request invoices

LESSOR

CUSTOMER

This Lease shall not become binding upon Lessor until accepted by Customer, Date of Lessor's Acceptance, THE UNDERSIGNED ACKNOWLEDGES HAVING READ THE ENTIRE LEASE AND ACCEPTS THE TERMS AND CONDITIONS INCLUDING THOSE ON THE REVERSE HEREOF, Customer's Full Legal Name, Date, Lessor's Authorized Signature, Customer's Authorized Signature

TERMS & CONDITIONS

1. This lease is a contract... 2. Lessor warrants... 3. Purchaser's Obligations... 4. Payment... 5. Maintenance... 6. Insurance... 7. Liability... 8. Assignment... 9. Force Majeure... 10. Entire Agreement...

See reverse side for additional terms and conditions which are part of this Lease

DELIVERY AND ACCEPTANCE CERTIFICATE

FOR OFFICE USE: Lease No., MODERN FORKLIFT SERVICES LTD. Lessor, Date: 11 JAN 21, Customer: THE VEY (GOOD FOOD) CO, Date: 11 JAN 21

LEASE AGREEMENT

Modern Forklift Services Ltd.

CUSTOMER INFORMATION

Customer Name: [Faint text]
Address: [Faint text]
City: [Faint text] Province: [Faint text] Postal Code: [Faint text]
Phone: [Faint text]

LEASE DETAILS

Lessor Name: **Modern Forklift Services Ltd.**
Lessor Address: **PO Box 21043, Maple Ridge Square RPO, Maple Ridge, BC V2X 1P7** Lease No: **604-521-5438**
Name and Address of Lessee: [Faint text]
Quantity: [Faint text]

Term No. of Months	Payments will be made: IN ADVANCE	No. of Payments	Net Rental Payment	G.S.T.	Provincial Sales Tax	Total Rental Payment
	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually		\$	\$	\$	\$

INVOICE OPTION

INVOICE OPTION A I select pre-authorized payments and decline invoices
INVOICE OPTION B My total monthly payment is \$1100 per month

LESSOR

CUSTOMER

This lease shall not become binding upon Lessor until accepted as follows:
Lessor: [Signature]
Customer: [Signature]
Any changes must be initialed only by Lease Signatories.

TERMS & CONDITIONS

See reverse side for additional terms and conditions which are part of this lease

DELIVERY AND ACCEPTANCE CERTIFICATE

FOR OFFICE USE
Lessor No: [Faint text]
MODERN FORKLIFT SERVICES LTD.
Date: **JAN 11 21**
Date: **11 JAN 21**
Signature: **THE VOYAGE (CO) LTD**

LEASE AGREEMENT

Lessee: Modern Forklift Services Ltd. Customer No. _____

CUSTOMER INFORMATION

Company Name: _____
 Address: _____
 City: _____
 Postal Code: _____
 Telephone: _____
 Fax: _____
 E-mail: _____

LEASE DETAILS

Lease No. _____
 Lessor: Modern Forklift Services Ltd.
 Address: PO Box 21043, Maple Ridge Square RPO, Maple Ridge, BC V2X 1P7
 Telephone: 604-521-5438
 Equipment Description: _____

Term No. of Months	Payments will be made IN ADVANCE	No. of Payments	Net Rental Payment	G.S.T.	Provincial Sales Tax	Total Rental Payment
	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually		\$	\$	\$	\$

OPTION DATE: _____

INVOICE OPTION

A Select the authorized payments and receive invoice.
B Pay Net Rental Payment exclusive of 5% GST per payment and request invoice.

LESSOR

CUSTOMER

This Lease shall not become binding upon Lessor until accepted as follows:
 Date of Lessor's Acceptance: _____
 The undersigned acknowledges having read the entire Lease and accepts the terms and conditions including those on the reverse hereof.
 Signature: _____
 Name: _____
 Title: _____
 Address: _____
 City: _____
 Postal Code: _____
 Telephone: _____
 Fax: _____
 E-mail: _____

TERMS & CONDITIONS

See reverse side for additional terms and conditions which are part of this Lease

DELIVERY AND ACCEPTANCE CERTIFICATE

FOR OFFICE USE
 Lease No. _____
 MODERN FORKLIFT SERVICES LTD.
 Date: JAN 11 2001
 Signature: _____
 Title: _____
 Date: JAN 21 2001
 Signature: _____
 Title: _____
 Date: JAN 21 2001
 Signature: _____
 Title: _____

LEASE AGREEMENT

THIS AGREEMENT is made between **Modern Forklift Services Ltd.** Lessor
157 HAYWARD AVE #510 and Customer

Customer No

CUSTOMER INFORMATION

Company Name: _____
 Billing Department: _____
 Billing Address: _____
 Billing City: _____
 Billing State: _____
 Billing Postal Code: _____
 Billing Telephone: _____
 Billing Fax: _____
 Billing E-mail: _____
 Billing Contact Person: _____
 Billing Title: _____
 Billing Department: _____
 Billing Address: _____
 Billing City: _____
 Billing State: _____
 Billing Postal Code: _____
 Billing Telephone: _____
 Billing Fax: _____
 Billing E-mail: _____
 Billing Contact Person: _____
 Billing Title: _____

LEASE DETAILS

Company Full Legal Name: **Modern Forklift Services Ltd.**
 Vendor's Address: **PO Box 21043, Maple Ridge Square RPO, Maple Ridge, BC V2X 1P7**
 Equipment Location: _____
 Name and Address of Authorized Equipment Location is listed: _____
 Quantity: _____
 Equipment Description (include make, model, where available, brand and refer to Appendix C description): _____

Term No. of Months	Payments will be made IN ADVANCE	No. of Payments	Net Rental Payment	G.S.T.	Provincial Sales Tax	Total Rental Payment
	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually					
	OPTION DATE: This is a lease					

INVOICE OPTION

INVOICE OPTION (circle A or B)
 A. I select pre-authorized payments and decline invoices
 B. My Net Rental Payment exceeds \$150 per payment and I will pay by invoice

LESSOR

This Lease shall not become binding upon Lessor until accepted as follows:
 Date of Lessor's Acceptance: _____
 By: _____
 Authorized Signature: _____
 Any changes must be initialed only by Lease Signatories.

CUSTOMER

THE UNDERSIGNED ACKNOWLEDGES HAVING READ THE ENTIRE LEASE AND ACCEPTS THE TERMS AND CONDITIONS INCLUDING THOSE ON THE REVERSE HEREOF.
 Date: _____
 By: _____
 Authorized Signature: _____
 By: _____
 Authorized Signature: _____

TERMS & CONDITIONS

1. This Lease shall not become binding upon Lessor until accepted as follows: Date of Lessor's Acceptance: _____ By: _____ Authorized Signature: _____ Any changes must be initialed only by Lease Signatories.

2. The undersigned acknowledges having read the entire lease and accepts the terms and conditions including those on the reverse hereof.

3. The undersigned agrees to pay the net rental payment on the date specified in the invoice or on the date specified in the lease agreement, whichever is later.

4. The undersigned agrees to maintain the equipment in good working order and to return it in the same condition as when it was received, except for normal wear and tear.

5. The undersigned agrees to indemnify and hold the lessor harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or from the use of the equipment.

6. The undersigned agrees to grant the lessor a non-exclusive license to use the equipment for the purpose of demonstrating the equipment to other potential customers.

7. The undersigned agrees to grant the lessor a non-exclusive license to use the equipment for the purpose of providing training to other potential customers.

8. The undersigned agrees to grant the lessor a non-exclusive license to use the equipment for the purpose of providing support to other potential customers.

9. The undersigned agrees to grant the lessor a non-exclusive license to use the equipment for the purpose of providing maintenance to other potential customers.

10. The undersigned agrees to grant the lessor a non-exclusive license to use the equipment for the purpose of providing repair to other potential customers.

DELIVERY AND ACCEPTANCE CERTIFICATE

FOR OFFICE USE

Lease No: _____

BY: **MODERN FORKLIFT SERVICES LTD.**
 Date: **JAN 11 21**
 BY: **THE VEX Y (GRO) FROD CO**
 Date: **JAN 21**

LEASE AGREEMENT

THIS AGREEMENT is made between **Modern Forklift Services Ltd.** (Lessor) of 5115 Highway 106, Box 100, and Customer

Customer No

CUSTOMER INFORMATION

Customer Name: THE VERY GOOD FOOD CO
 Contact Name: John
 Contact Title: Owner
 Postal Code: 1E 1A1
 No. of years in Business: 1
 Name of City: Maple Ridge
 Account Number: 604-521-5438
 Telephone No: 604-521-5438

LEASE DETAILS

Company Legal Name: **Modern Forklift Services Ltd.**
 Rental Address: **PO Box 21043, Maple Ridge Square RPO, Maple Ridge, BC V2X 1P7**
 Equipment Location: Maple Ridge
 Name and Address of Location if Equipment Location is Rented: Maple Ridge
 Lease No: 604-521-5438

Quantity: 1 Equipment Description: 1 Forklift (include model, serial no., where available, attach and view to Appendix if necessary)

Term No of Months	Payments will be made: IN ADVANCE	No. of Payments	Net Rental Payment	G.S.T.	Provincial Sales Tax	Total Rental Payment
<u>12</u>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	<u>12</u>	\$ <u>150.00</u>	\$ <u>15.00</u>	\$ <u>15.00</u>	\$ <u>180.00</u>
OPTION DATE: <u>The End of Term</u>		<u>Calendar Month</u>	OPTION PRICE: <input checked="" type="checkbox"/> Flat <input type="checkbox"/> Variable			

INVOICE OPTION - ZERO DOLLAR BUYOUT*

INVOICE OPTION: A I select pre-authorized payments and decline invoices. B My Net Rental Payment exceeds \$150 per payment and I request invoices.

LESSOR

CUSTOMER

This Lease shall not become binding upon Lessor until accepted as follows:

Date of Lessor's Acceptance: June 18, 2014

The undersigned acknowledges having read the entire lease and accepts the terms and conditions including those on the reverse hereof.

Customer's Legal Name: THE VERY GOOD FOOD CO

Each of the undersigned who has signed this document is authorized to execute the lease on behalf of the customer.

Any changes must be initialed only by Lease Signatories.

TERMS & CONDITIONS

See reverse side for additional terms and conditions which are part of this Lease.

DELIVERY AND ACCEPTANCE CERTIFICATE

LEASE NO: 604-521-5438

DATE: 18th JUNE 2014

TIME: 10 AM

LOCATION: Maple Ridge

BY: John (Customer Signature)

BY: [Signature] (Lessor Signature)

REMARKS: AND THE VERY GOOD FOOD CO

