

"D"

TERM PROMISSORY NOTE

This is Exhibit referred to in the affidavit of Ronald Rutman sworn before me, this 28th day of May 2009.

Dated: February 25, 2008

Due Date: August 25, 2009

Cdn\$5,405,000.00

A COMMISSIONER FOR TAKING AFFIDAVITS

FOR VALUE RECEIVED the undersigned, RESHASH HOLDINGS INC. ("Reshash"), ESTHER HOLDINGS INC. ("Esther"), ERAN OSTFELD, CASSANDRA INNISFIL ESTATES INC. ("Cassandra"), 1164 EWART STREET INC. ("1164"), and BELLE EWART LAKEVIEW ESTATES INC. ("Belle Ewart") (collectively, the "Promisor") acknowledge themselves indebted to and unconditionally promise to pay to, or to the order of, LUBLIN FINANCIAL CORPORATION (the "Holder") the principal amount of FIVE MILLION FOUR HUNDRED AND FIVE THOUSAND CANADIAN DOLLARS (Cdn \$5,405,000.00) together with interest thereon as set out below (the "Loan"). The obligations of the Promisor hereunder shall be joint and several.

The Promisor further agrees as follows:

1. **Definitions.** As used herein, the terms referenced below shall have the following meanings ascribed to them:

"Business Day" shall mean any day, excluding Saturday, Sunday, and any other day which is a legal holiday or a day on which banking institutions are generally closed for business in the Province of Ontario.

2. **Term.** Unless earlier payment is required by the Holder pursuant to the provisions of Section 7, hereof, the aggregate unpaid principal amount of this Note plus all accrued and unpaid interest shall be due and payable on August 25, 2009 (the "Maturity Date"); provided that if such date is not a Business Day, then such principal and interest shall be due and payable on the Business Day immediately before the Maturity Date.

3. **Interest.** The principal amount of this Note outstanding from time to time shall bear interest at a rate of Eighteen percent (18.00%) per annum both before and after maturity (whether by acceleration or otherwise), default and judgment. During of the first year of this Note interest calculated at the rate of 12% per annum shall be paid monthly to the Lender and the remaining interest calculated at the rate of 6% per annum shall accrue from month to month. Provided that if this Note is repaid in full on the first anniversary date of this Note, then the interest rate hereunder shall be amended to be Twelve percent (12%) per annum and the interest calculated at the rate of 6% per annum which accrued shall be forgiven. In the event that this Note is not repaid in full on the first anniversary date of this Note, then the Promisor shall forthwith pay the Holder the sum of \$324,300.00 plus any additional unpaid interest required by the Holder to pay all interest due until the Maturity Date, which shall be applied by the Holder to pay interest under this Note calculated at the rate of Eighteen percent (18.00%) per annum. Interest shall accrue both before and after maturity (whether by acceleration or otherwise), default and judgment. Interest shall be calculated monthly, both before and after maturity (whether by acceleration or otherwise), default and judgment, on the daily balance outstanding hereunder based on the actual number of days elapsed, divided by 365, with interest on overdue interest at the same rate as on the principal.

Payment and Prepayment. This Note shall be repayable in monthly instalments on account on interest on the principal balance outstanding from time to time on the 25th day of each and every month until the Maturity Date. The first payment of interest shall become due and payable on March 25, 2008 and the last payment of interest shall become due and payable on the Maturity Date. The principal balance of this

Note shall become due and payable on the Maturity Date. Payment under this Note shall be made to the Holder, at 201 Bridgeland Avenue, Toronto, Ontario, M6A 1Y7, or at any other place that the Holder may from time to time direct in writing. The Promisor shall be entitled, from and after the first anniversary date of this Note, when not in default hereunder, from time to time, to prepay all or any part of the indebtedness evidenced by this Note without notice, bonus or penalty. The Promisor shall have no right to make any prepayments of principal prior to the first anniversary date of this Note.

Interest Holdback. The Promisor agrees that the sum of Three Hundred and Forty-Two Thousand Six Hundred Dollars(\$342,600.00) shall be held back by the Holder from the first advance of funds under this Note in the amount of \$2,855,000.00 (the "Interest Holdback") and that funds from the Interest Holdback shall be applied by the Holder on a monthly basis to pay two-thirds of each interest payment that is due and payable under this Note. Once the Interest Holdback has been applied in full, the Promisor shall be responsible to make the monthly interest payments due hereunder as well as any unpaid interest from its own funds.

Advances: Notwithstanding anything to the contrary contained herein or in any prior or subsequent oral or written agreement between the parties, the parties hereto hereby covenant, agree and acknowledge that neither the issuance nor the delivery nor the execution of this Note, nor the advancement in part of the monies hereby secured shall bind the Holder in law or in equity thereof, but that the advance of the monies hereby secured or any part thereof is to be made from time to time, in such manner and at such time and in such amounts as the Holder in its sole exclusive discretion may from time to time determine and it is to be clearly understood that the Holder is not bound to make any advance hereunder and may at any time refuse to make advances hereunder.

4. **Records.** The Holder's accounts and records shall constitute, in the absence of manifest error, prima facie evidence of the indebtedness of the Promisor to the Holder hereunder.

5. **Acknowledgement.** The Promisor hereby agrees to execute and deliver to and in favour of the Holder an acknowledgment of the indebtedness outstanding from time to time hereunder, ~~forthwith upon~~ any request therefore made from time to time by the Holder.

6. **Costs and Expenses.** The Promisor hereby agrees that any and all costs and expenses incurred by the Holder in connection with the enforcement of or any default under this promissory note shall be for the account of the Promisor. The Promisor hereby agrees to indemnify the Holder forthwith upon demand therefore in respect of all such costs and expenses.

7. **Events of Default.** If any of the following events occurs, then all amounts owing pursuant to this Note shall become due immediately, without notice, at the Holder's option:

- (a) The Promisor fails to pay when due, whether by acceleration or otherwise, any amount payable under this Note;
- (b) This Note or any provision thereof respectively, shall at any time, for any reason, cease to be legal, valid and binding obligations of the Promisor and/or cease to be enforceable against the Promisor in accordance with its terms, or shall be declared to be null and void, or the legality, validity, binding nature or enforceability of this Note or any provision thereof respectively, shall be contested by the Promisor, or the Promisor shall deny that it has any further liabilities or obligations thereunder;

(c) Any judgment or order, or any writ, execution, attachment, seizure, garnishment, sequestration, extent or similar process is levied, entered or enforced against the Promisor or against any property or assets of the Promisor;

(d) Any governmental approval required to enable the Promisor to conduct its business or to perform its obligations is not obtained or is withdrawn or ceases to be in full force and effect;

(e) The Promisor ceases or threatens to cease to carry on business in the ordinary course;

(f) The Promisor:

(i) institutes any proceeding for substantive relief in any bankruptcy, insolvency, debt restructuring, reorganization, dissolution, liquidation, winding-up or other similar proceedings including, without limitation, any proceedings for the appointment of a trustee, interim receiver, receiver, receiver and manager, custodian, liquidator sequestrator or other like official;

(ii) makes an assignment for the benefit of creditors;

(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 taken to be insolvent under any applicable legislation;

(iv) voluntarily suspends the conduct of its business or operation;

(v) acquiesces to, or takes any action in furtherance of, any of the matters noted in Section 7(f)(i) through and including Section 7(f)(iv) above;

(g) Any person or party, in respect of the Promisor or any of his property and assets:

(i) commences any application or proceeding or makes any filing or petition under any bankruptcy, insolvency, debt restructuring, reorganization, incorporation, readjustment of debt, or similar legislation;

(ii) institutes a winding-up proceeding under any legislation;

(iii) otherwise files, institutes or commences any other petition, proceeding or case under any dissolution, liquidation, winding-up or similar laws now or hereafter in effect, seeking the bankruptcy, liquidation, winding-up, reorganization, dissolution, composition or readjustment of debt of the Promisor, the appointment of a trustee, interim receiver, receiver, receiver and manager, custodian, liquidator, sequestrator or other like official or any similar relief;

(iv) Any encumbrancer or other person or party takes possession of, forecloses, seizes, sells or otherwise disposes of, or proceeds to enforce its security over, all or a substantial part of the property or assets of the Promisor gives notice of its intention to do any of the foregoing;

(v) There occurs a change in the financial condition of the Promisor which the Holder, in good faith, determines to be materially adverse or if there occurs any other change in respect of the Promisor which the Holder, in good faith, determines to materially adversely affect the ability of the Promisor to repay the indebtedness or liabilities hereunder; and

(vi) Any order is made or a resolution is passed for the dissolution, liquidation or winding-up of the Promisor.

(h) Default by Cassandra, 1164 or Belle Ewart under a Charge/Mortgage given by them in favour of the Holder as additional security for the repayment of the Loan in the principal amount of \$5,405,000.00, respecting the lands, situated in the Town of Innisfil, in the County of Simcoe, described in Schedule "A" annexed hereto;

- (i) Default by Cassandra, 1164 or Belle Ewart under a General Security Agreement given by them in favour of the Holder as additional security for the repayment of the Loan;
- (j) Default by Reshash or Esther under an Assignment of Cash Flow Agreement (the "CF Agreement") between the Holder and Reshash or Esther given as additional security for the repayment of the Loan.
- (k) Default by either Reshash or Esther under the Co-Tenancy Agreement (as such term is defined in the CF Agreement);
- (l) Default by either Reshash or Esther under any mortgage on the Lands (as such term is defined in the CF Agreement);
- (m) Default by any of the undersigned under any security document given by any of the undersigned to the Holder in respect of the Loan.

8. **Remedies.** If any amount owing under or in connection with this Note is not paid when due, whether by acceleration or otherwise, the Holder shall have all of the rights and remedies available to it at law and in equity, and otherwise pursuant to this Note. The Promisor shall be liable for any deficiency remaining after the sale or disposition of any assets charged by any security held by the Holder. The Promisor is liable to the Holder for all costs and expenses of every kind incurred in the making or collection of any amounts owing under or in connection with this Note, including, without limitation, all solicitors' fees and disbursements and all court costs. These fees, costs and expenses shall include, without limitation, any fees, costs and expenses incurred by the Holder in connection with any bankruptcy, reorganization, insolvency or other similar proceeding.

9. **Assignment and Enurement.** The Holder may, at any time and from time to time, assign or transfer any or all of its rights, title or interest in, to and under this Note to any person, firm, corporation or other entity, without the consent of the Promisor. The Promisor shall not assign any of its obligations hereunder without the prior written consent of the Holder, which consent may be arbitrarily and/or unreasonably withheld. This Note shall be binding upon the Promisor and its successors and permitted assigns, and shall enure to the benefit of the Holder and its respective successors and assigns.

10. **Waiver, Etc.** The Promisor hereby waives presentment, notice of dishonour, protest and notice of protest. No failure or delay by the Holder in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude other further exercise thereof or the exercise of any other right.

11. **Representations and Warranties by Promisor.** Promisor represents and warrants that the execution and delivery of this Note and the performance of the obligations hereunder do not violate or conflict with any agreement by which it is bound, and that no consent or approval of any governmental authority or any third party is required for the execution or delivery of this Note or the performance of the obligations hereunder.

12. **Note in Addition to Other Obligations.** This Note is in addition to and not in substitution for any other promissory note at any time held by the Holder, and any present or future obligation to the Holder incurred or arising otherwise than under a promissory note, of the Promisor or of any other obligant; excepting any originally executed promissory note that is surrendered to the Promisor for cancellation and that has been marked as such on its face.

13. **Governing Law.** This Note shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Promisor irrevocably submits to the courts of the Province of Ontario in any action or proceeding arising out of or relating to this Note, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defence of an inconvenient forum. The

Promisor agrees that a judgment or order in any such action or proceeding may be enforced in any jurisdiction in any manner provided by law; provided, however, that the Holder may serve legal process in any manner permitted by law or may bring an action or proceeding against the Promisor or the property or assets of the Promisor in the courts of any other jurisdiction.

RESHASH HOLDINGS INC.

Per: 

Name: Eran Ostfeld

Title: President

I have authority to bind the corporation.

ESTHER HOLDINGS INC.

Per: 

Name: Eran Ostfeld

Title: President

I have authority to bind the corporation.

CASSANDRA INNISTIL ESTATES INC.

Per: 

Name: Eran Ostfeld

Title: President

I have authority to bind the corporation.

1164 EWART STREET INC.

Per: 

Name: Eran Ostfeld

Title: President

I have authority to bind the corporation.

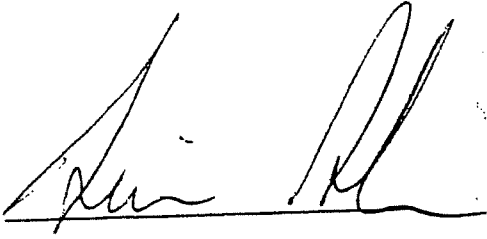
BELLE EWART LAKEVIEW ESTATES INC.

Per: 

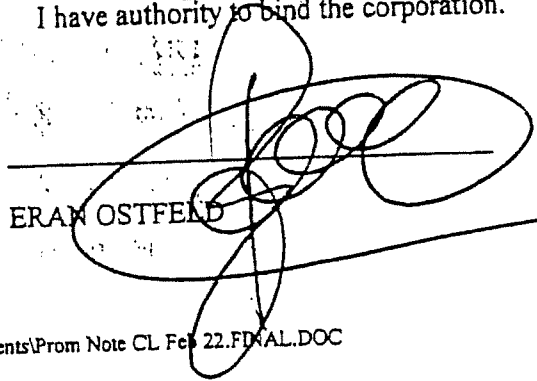
Name: Eran Ostfeld

Title: President

I have authority to bind the corporation.



Witness


ERAN OSTFELD

SCHEDULE "A"

Firstly: BLK A PL 973 INNISFIL; BLK B PL 973 INNISFIL; BLK C PL 973 INNISFIL; PT LT 22 CON 3 INNISFIL AS IN RO1380998 ; INNISFIL (Pin No. 58056-0086)

Secondly: PT LT 22 CON 3 INNISFIL PTS 1 & 2 51R5794; S/T RO128948 ; INNISFIL (Pin No. 58056-0089)

Thirdly: PT LT 22 CON 3 INNISFIL AS IN RO1093769; T/W RO1093769 ; INNISFIL (Pin No. 58056-0092)

Fourthly: PT LT 22 CON 3 INNISFIL; PT N 1/2 LT 21 CON 3 INNISFIL AS IN RO1051878 ; INNISFIL (Pin No. 58056-0099)

Fifthly: PT LT 21 CON 4 INNISFIL AS IN RO308283 SAVE & EXCEPT PT 14 51R12731; INNISFIL (Pin No. 58065-0449)

Sixthly: PART OF LOTS 23 & 24 CONCESSION 4 INNISFIL BEING PART 1 ON PLAN 51R35702; INNISIL (Pin No. 58066-0222)

Seventhly: PT LT 23 CON 4 INNISFIL AS IN RO1058039 ; INNISFIL(Pin No. 58065-0318)

Eighthly: PT LT 23 CON 4 INNISFIL PT 1, 51R13992, S/T RO864817, S/T RO213342 ; S/T RO1290928 INNISFIL (Pin No. 58065-0375)

Ninthly: PT LT 23 CON 4 INNISFIL AS IN RO515329 EXCEPT 51R4412, 51R13851 ; INNISFIL(Pin No. 58065-0411)