

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP,
GATT LOGISTICS INC., SARBJIT KAUR, and CARL DWAIN GATT**

Defendants

MOTION RECORD

(Motion for an Order appointing a Receiver)

(Hearing scheduled for October 27, 2020 at 10:00 a.m., via video conference)

October 23, 2020

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Rachel Moses (LSO# 42081V)
rmoses@mindengross.com
Tel: 416-369-4115
Fax: 416-864-9223

Lawyers for Royal Bank of Canada

TO:

SERVICE LIST

SERVICE LIST

(re: motion to appoint Receiver, returnable on October 27, 2020)

NO.	NAME	METHOD OF SERVICE
1.	BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP 11 Hainer Court Amherstburg ON N9V 4A2	DELIVERED
2.	GATT LOGISTICS INC. 11 Hainer Court Amherstburg ON N9V 4A2	DELIVERED
3.	SARBJIT KAUR 55 Isaiah Drive Kitchener ON N2E 0B2	DELIVERED
4.	CARL DWAIN GATT 11 Hainer Court Amherstburg ON N9V 4A2	BY E-MAIL TO: cgatt@gattlogistics.com dbeluli@bglawteam.com
5.	GRANT THORNTON LIMITED 200 King Street West, 11 th Floor Toronto ON M5H 3T4 Jacob Wiebe Tel: (416) 360-3069 Fax: (416) 360-4949 E-mail: jwiebe@grantthornton.ca Proposed Receiver	BY E-MAIL TO: jwiebe@grantthornton.ca
6.	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by Ministry of Finance Legal Services Branch 33 King Street West, 6th Floor Oshawa, ON L1H 8E9 Attention: Kevin O'Hara Senior Counsel, Ministry of Finance Tel: (905) 433-6934 Fax: (905) 436-4510 E-Mail: kevin.ohara@fin.gov.on.ca	BY E-MAIL TO: kevin.ohara@fin.gov.on.ca

NO.	NAME	METHOD OF SERVICE
7.	CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office The Exchange Tower, Box 36 130 King Street West, Suite 3400 Toronto ON M5X 1K6 Attention: Diane Winters Tel: (416) 952-8563 E-Mail: diane.winters@justice.gc.ca	BY E-MAIL TO: diane.winters@justice.gc.ca
8.	INSOLVENCY UNIT Province of Ontario E-Mail: insolvency.unit@ontario.ca	BY E-MAIL TO: insolvency.unit@ontario.ca
9.	26137020 ONTARIO INC. 247 Radley Road Mississauga ON L4Z 1X1	BY COURIER
10.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 3450 Superior Court, Unit 1 Oakville ON L6L 0C4	BY E-MAIL TO: corporateca@dlgroup.com
11.	TRANSIT TRAILER LEASING LIMITED R.R. #3, 22217 Bloomfield Road Chatham ON N7M 5J3 Attention: Robert Jones	BY EMAIL TO: bobj@transittrailer.com
12.	WELLS FARGO EQUIPMENT FINANCE COMPANY 1290 Central Parkway West, 11 th Floor Mississauga ON L5C 4R3	BY COURIER
13.	BANK OF MONTREAL 5750 Explorer Drive Mississauga ON L4W 0A9 Attention: Brad Chapman, General Counsel	BY E-MAIL TO: brad.chapman@bmo.com
14.	CLE CAPITAL INC. 3390 South Service Road, Suite 301 Burlington ON L7N 3J5 Attention: Mark Pagniello	BY E-MAIL TO: mpagniello@clecapital.ca

NO.	NAME	METHOD OF SERVICE
15.	TOYOTA CREDIT CANADA INC. 80 Micro Court Markham ON L3R 9Z5	BY COURIER
16.	HITACHI CAPITAL CANADA CORP. 3390 South Service Road, Suite 104 Burlington ON L7N 3J5	BY COURIER
17.	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION 2680 Matheson Boulevard, Suite 500 Mississauga ON L4W 0A5 Attention: Sabine Khalaf	BY E-MAIL TO: sabine.khalaf@daimler.com
18.	DAIMLER TRUCK FINANCIAL 2680 Matheson Boulevard, Suite 500 Mississauga ON L4W 0A5 Attention: Sabine Khalaf	BY E-MAIL TO: sabine.khalaf@daimler.com

ZOOM DETAILS

Time: Oct 27, 2020 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87227189146?pwd=TDF5VkdTeDVXNThQMctQM2VNRXFFdz09>

Meeting ID: 872 2718 9146

Passcode: 405908

One tap mobile

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+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 204 272 7920 Canada

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Meeting ID: 872 2718 9146

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TAB 1

Court File No. CV-20-00649943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP,
GATT LOGISTICS INC., SARBJIT KAUR, and CARL DWAIN GATT**

Defendants

NOTICE OF MOTION
(Returnable October 27, 2020)

Royal Bank of Canada ("**RBC**"), will make a motion to a Judge presiding over the Commercial List on Tuesday, October 27, 2020 or such further date as it may be adjourned to, commencing at 10:00 a.m., or as soon after that time as the motion can be heard by way of Zoom video conference as a result of the COVID-19 pandemic. Please refer to the conference details attached as Schedule A hereto in order to attend the motion and advise if you intend to join by emailing Christine Cavarzan at ccavarzan@mindengross.com.

PROPOSED METHOD OF HEARING: The Motion is to be heard orally.

THE MOTION IS FOR

1. An Order:

- (a) abridging the time for service and filing, and dispensing with further service of this notice of motion and motion record such that the motion is properly returnable on the date that it is heard;
- (b) appointing Grant Thornton Limited as receiver (in such capacities, the “**Receiver**”), without security over all of the assets, undertakings and property of the defendants, Bartia Transport Inc. operating as BLB Transport Group (“**Bartia Transport**”) and Gatt Logistics Inc. (“**Gatt Logistics**”) (Bartia Transport and Gatt Logistics are collectively, the “**Debtors**”), and all other property, assets, and undertakings related thereto; and
- (c) such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE

- 1. The Debtors are Ontario corporations engaged in the business of providing transportation, trucking and logistics services.
- 2. The Debtors are borrowers of RBC pursuant to Loan Agreements, as follows
 - (a) Confirmation of Credit Facilities Letter dated March 28, 2019 between RBC and Bartia Transport; and
 - (b) Confirmation of Credit Facilities Letter dated September 11, 2019 between RBC and Gatt Logistics.

3. The accounts of the Debtors were transferred to RBC's Special Loans Group in or about August 2020.
4. In September, 2020, RBC made formal written demand on the Debtors and gave notice of its intention to enforce its security pursuant to section 244(1) of the BIA.
5. The demand has expired and the indebtedness remains outstanding.
6. The Debtors have not been able to present a repayment proposal satisfactory to RBC. The Debtors refused RBC's request to engage Grant Thornton Limited as the bank's consultant.
7. The Debtors are no longer carrying on business. The Debtors' fleet of trucks, trailers and tractors are and/or have been returned.
8. RBC has, at all times, acted in good faith towards the Debtors and has been understanding and patient in its arrangements with the Debtors.
9. It is reasonable and prudent for RBC to enforce its security in an effort to recover the indebtedness and it is within RBC's right to do so.
10. In the circumstances, it is just and equitable that a receiver be appointed.
11. A receiver is necessary, for the protection of the Debtors' estate, the interests of RBC, and perhaps, other stakeholders.
12. Grant Thornton Limited has consented to being appointed as receiver, without security, of all of the assets, undertakings and property of the Debtors, should the Court so appoint it.

13. The other ground set out in the affidavit of Peter Gordon.
14. Section 243(1) of the *Bankruptcy and Insolvency Act*.
15. Section 101 of the *Courts of Justice Act*.
16. Rules 1.04, 1.05, 2.01, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
17. 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 the Motion:

- (a) Affidavit of Peter Gordon sworn October 23, 2020 and the Exhibits thereto;
- (b) Consent of the Receiver;
- (c) Such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: October 23, 2020

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Rachel Moses (LSO#42081V)
rmoses@mindengross.com
Tel: 416-369-4115
Fax: 416-864-9223

Lawyers for the Plaintiff

TO: **SERVICE LIST**

ZOOM DETAILS

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+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 204 272 7920 Canada

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Meeting ID: 872 2718 9146

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B E T W E E N

ROYAL BANK OF CANADA

-and-

BARTIA TRANSPORT INC. operating as BLB TRANSPORT
GROUP, et al.

Plaintiff

Defendants

Court File No. CV-20-00649943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

NOTICE OF MOTION**MINDEN GROSS LLP**Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2**Rachel Moses** (LSO#42081V)rmoses@mindengross.com

Tel: 416-369-4115

Fax: 416-864-9223

Lawyers for Royal Bank of Canada

(File No. 4120433)

TAB 2

Court File No. CV-20-00649943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP,
GATT LOGISTICS INC., SARBJIT KAUR, and CARL DWAIN GATT**

Defendants

**AFFIDAVIT OF PETER GORDON
(sworn October 23, 2020)**

I, **PETER GORDON**, of the Town of Oakville, in the Regional Municipality of Halton, **MAKE OATH AND SAY:**

1. I am a Senior Manager in the Special Loans & Advisory Services Department ("**Special Loans Group**") of Royal Bank of Canada ("**RBC**"). I have responsibility for matters pertaining to the borrowings of Bartia Transport Inc. and Gatt Logistics Inc. and as such I have knowledge of the matters hereinafter deposed to.

2. The facts set forth herein are within my personal knowledge or determined from the face of the documents attached hereto as exhibits or from information and advice provided to me by others. To the extent I have relied on the information and

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advice of others, I have identified the source of such information and verily believe that information and advice to be true.

3. I am swearing this affidavit in support of RBC's motion for an order appointing Grant Thornton Limited ("**GTL**") as receiver of Bartia Transport Inc. operating as BLB Transport Group ("**Bartia Transport**") and Gatt Logistics Inc. ("**Gatt Logistics**"), (Bartia Transport and Gatt Logistics are collectively, the "**Borrowers**").

DESCRIPTION OF THE BORROWERS AND GUARANTORS

4. Bartia Transport is a corporation incorporated pursuant to the laws of Ontario. Its registered office is located at 11 Hainer Court, Amherstburg, Ontario (the "**Amherstburg Premises**"). A copy of Bartia Transport's corporate profile report, retrieved on September 8, 2020, is attached as **Exhibit "A"**.

5. Gatt Logistics is a corporation incorporated pursuant to the laws of Ontario with a registered office located at the Amherstburg Premises. A copy of Gatt Logistics' corporate profile report, retrieved September 8, 2020, is attached as **Exhibit "B"**.

6. The Borrowers are engaged in the business of providing transportation, trucking, and logistics services.

7. Carl Dwaine Gatt ("**Carl**") is the sole officer and director of the Borrowers. Carl guaranteed the indebtedness of Gatt Logistics to RBC.

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8. Sarbjit Kaur ("**Sarbjit**") guaranteed the indebtedness of Bartia Transport to RBC.

BARTIA TRANSPORT LOAN AGREEMENT AND SECURITY

9. Pursuant to a commitment letter dated March 28, 2019 and accepted by Bartia Transport on April 3, 2019 (the "**Bartia Transport Loan Agreement**"), RBC extended credit facilities¹ to Bartia Transport as follows:

Facility #1 \$150,000.00 revolving demand facility

Facility #2 \$500,000.00 revolving lease line of credit

Facility #3 \$500,000.00 revolving term facility by way of term loans

Other Visa business facility to a maximum of \$20,000.00

Copies of the Bartia Transport Loan Agreement together with the Bartia Transport Master Lease Agreement dated April 26, 2019 are attached as **Exhibit "C"**.

10. Under the Bartia Transport Loan Agreement, the revolving demand facility (also known as the operating facility) is repayable on demand. An event of default under the Bartia Transport Master Lease Agreement (see section 18.1(g)) occurs if Bartia Transport fails to perform its obligations under the Bartia Transport Loan Agreement, i.e., failure to pay the operating facility upon demand.

¹ Note: the aggregate of Facility #2 and Facility #3 shall not exceed \$500,000 at any time.

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11. In support of the credit facilities, certain security was obtained by RBC, including the following:

- (a) a general security agreement (the “**Bartia Transport GSA**”) on the Bank’s Form 924 executed by Bartia Transport on April 3, 2019. Section 13 of the Bartia Transport GSA provides RBC with the remedy to appoint a receiver in the event of default. A copy of the Bartia Transport GSA is attached as **Exhibit “D”**; and
- (b) a guarantee and postponement of claim on the Bank’s Form 812 executed by Sarbjit on April 3, 2019 and limited to the principal sum of \$670,000.00 (the “**Bartia Transport Guarantee**”). A copy of the Bartia Transport Guarantee is attached as **Exhibit “E”**.

PPSA CREDITORS

12. A copy of the certified Personal Property Security Act (Ontario) (“**PPSA**”) search results for Bartia Transport, with currency to October 13, 2020, is attached as **Exhibit “F”**.

13. The PPSA search results show that, excluding RBC’s registrations against Bartia Transport, there are 4 other registrations against Bartia Transport in favour of i) 26137020 Ontario Inc.; ii) De Lage Landen Financial Services Canada Inc.; iii) Transit Trailer Leasing Limited and iv) Wells Fargo Equipment Finance Company.

GATT LOGISTICS LOAN AGREEMENT AND SECURITY

14. Pursuant to a commitment letter dated September 11, 2019 and accepted by Gatt Logistics on September 12, 2019 (the “**Gatt Logistics Loan Agreement**”), RBC extended credit facilities² to Gatt Logistics as follows:

Facility #1 \$500,000 revolving demand facility

Facility #2 \$1,370,000.00 revolving term facility by way of term loans

Facility #3 \$1,370,000.00 revolving lease line of credit by way of Leases

Other Visa business facility to a maximum of \$100,000.00

Copies of the GATT Logistics Loan Agreement together with the GATT Logistics Master Lease Agreement dated June 1, 2019 are attached as **Exhibit “G”**.

15. Under the GATT Logistics Loan Agreement, the revolving demand facility (also known as the operating facility) is repayable on demand. An event of default under the GATT Logistics Master Lease Agreement (see section 18.1(g)) occurs if GATT Logistics fails to perform its obligations under the GATT Logistics Loan Agreement, i.e., failure to pay the operating facility upon demand.

16. In support of the credit facilities, certain security was obtained by RBC, including the following:

² Note: the aggregate of Facility #2 and Facility #3 shall not exceed \$1,370,000 at any time.

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- (a) a general security agreement (the “**Gatt Logistics GSA**”) on the Bank’s Form 924 executed by Gatt Logistics on May 17, 2019. Section 13 of the GATT Logistics GSA provides RBC with the remedy to appoint a receiver in the event of default. A copy of the Gatt Logistics GSA is attached as **Exhibit “H”**; and
- (b) a guarantee and postponement of claim on the Bank’s Form 812 executed by Carl on May 17, 2019 and limited to the principal sum of \$1,950,000.00 (the “**Gatt Logistics Guarantee**”). A copy of the Gatt Logistics Guarantee is attached as **Exhibit “I”**.

PPSA CREDITORS

17. A copy of the certified PPSA search results for Gatt Logistics, with currency to October 13, 2020, is attached as **Exhibit “J”**.

18. The PPSA search results show that, excluding RBC’s registrations against Gatt Logistics, there are 7 other registrations against Gatt Logistics in favour of i) Transit Trailer Leasing Limited; ii) Bank of Montreal (a motor vehicle); iii) De Lage Landen Financial Services Canada Inc.; iv) Wells Fargo Equipment Finance Company; v) CLE Capital Inc.; vi) Hitachi Capital Canada Corp. and vii) Mercedes-Benz Financial Services Canada Corporation.

DEFAULTS AND DEMANDS

19. The accounts of the Borrowers were transferred to RBC's Special Loans Group in or about August 2020.

20. By letters dated September 8, 2020, RBC made demand on the Borrowers for repayment of, among other things, the operating facilities (the "**Operating Indebtedness**"). As part of the demand letters, RBC also gave notice of its intention to enforce its security against the Borrowers pursuant to section 244(1) of the Bankruptcy and Insolvency Act (the "**BIA**") (the "**BIA Notice**"). Demand was also made on Sarbjit and Carl pursuant to the Bartia Transport Guarantee and the GATT Logistics Guarantee, as applicable.

21. Copies of the demand letters dated September 8, 2020 to the Borrowers, Carl and Sarbjit together with the BIA Notice are attached as **Exhibit "K"**.

22. The demand period expired and the Borrowers failed to repay the Operating Indebtedness owing to RBC.

23. The Borrowers failure to pay the Operating Indebtedness to RBC constituted an event of default under the Bartia Transport Master Lease Agreement and under the GATT Logistics Master Lease Agreement, entitling RBC to make demand for all amounts owing under the Master Lease Agreements.

24. Accordingly, by letters dated September 29, 2020, RBC made demand on the Borrowers for all amounts owing under the Bartia Transport Master Lease

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Agreement and under the GATT Logistics Master Lease Agreement. As part of the demand letters, RBC also gave the BIA Notice to each of Bartia Transport and GATT Logistics. Demand was also made on Carl and Sarbjit pursuant to the Bartia Transport Guarantee and the GATT Logistics Guarantee, as applicable.

25. Copies of the demand letters dated September 29, 2020 together with the BIA Notice to the Borrowers and copies of the demand letters dated September 30, 2020 to Carl and Sarbjit are attached as **Exhibit "L"**.

26. The demand period has expired and the Borrowers have failed to repay the indebtedness to RBC.

27. Following the demand letters referred to herein, the Borrowers retained the law firm Beluli Giannotti LLP. Various communications have been exchanged between RBC's lawyers, Minden Gross LLP, and the Borrowers' lawyers, Mr. Dimitry Jim Beluli, in respect of repayment of the indebtedness owing to RBC. I have also had discussions with Carl.

28. Despite these communications and discussions, the Borrowers have not been able to present a repayment proposal satisfactory to RBC. The Borrowers refused RBC's request to engage GTL as the bank's consultant to review and report on the financial performance of the Borrowers and to evaluate RBC's security position, or to enter into a forbearance agreement on terms acceptable to RBC.

29. RBC is concerned about its security position as the indebtedness remains outstanding³ and most of the indebtedness is with respect to the lease loans.

30. On October 7, 2020, the Borrowers were advised that RBC would be bringing proceedings for the appointment of a court-appointed receiver as the indebtedness remained outstanding and the Borrowers have been unable to enter into any agreements resulting in the repayment of the indebtedness owing to RBC. Copies of email exchanges between RBC's lawyer, Kenneth L. Kallish of Minden Gross LLP and Mr. Beluli are attached as **Exhibit "M"**.

31. Between October 7, 2020 and October 14, 2020, further email communications were exchanged between Mr. Kallish, Mr. Beluli and Carl with respect to the repayment of the indebtedness.

32. On October 14, 2020, during a telephone call which included myself, Mr. Kallish, Carl and Mr. Beluli, Carl advised us of the following:

- the Borrowers are no longer operating;
- the majority of the Borrowers' trucks and trailers are currently located in the United States (Michigan, Indiana, Ohio, Kentucky) with only a few vehicles in the Greater Toronto Area and Windsor. Carl agreed that the trucks and trailers located in the United States will be returned to Ontario.

³ Note: Bartia Transport's operating facility has been repaid.

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33. Since Carl's confirmation on October 14, 2020 that the Borrowers are no longer operating, various communications have been exchanged with respect to the timing and delivery of the trailers (12 in total) and the tractors (2 in total). At the time of swearing my affidavit, the majority of the trailers and tractors have been delivered to the location of Syl-Mar Management, 369 Maple Avenue South, Burford, Ontario.

34. On October 22, 2020, Carl and I exchanged email communications, in one of the emails sent at 2:15 p.m. Carl advised "...All other equipment that was leased under Gatt Logistics Inc. is in the process of getting paid out by Ready GO Transport there is no other equipment in Gatt or Bartia." In response to Carl's email, Mr. Kallish responded:

"Jim,

You have already been advised that RBC is proceeding with an application to appoint a Receiver against Bartia and Gatt. We expect to have a return date early next week. Any transactions outside the ordinary course of business, including those described by Mr. Gatt in his below e mail, will be subject to the review of the Receiver."

Copies of various email communication between October 15, 2020 and October 22, 2020 are attached as "**Exhibit "N"**".

35. The Borrowers continue to deposit their account receivables in the business account of Bartia Transport and payments have been applied to reduce the indebtedness. As at October 19, 2020, the indebtedness owing to RBC is:

Bartia Transport

- Leases \$509,424.79
- Overdraft \$14,136.99
- Overdraft (US) \$5,657.18

GATT Logistics

- Operating Facility \$364,282.48
- Leases \$1,565,120.70
- Overdraft \$1,226.33

36. As the indebtedness remains outstanding, on October 22, 2020, RBC issued the within action to appoint GTL as Receiver and to obtain judgment against Carl and Sarbjit under the GATT Logistics Guarantee and the Bartia Transport Guarantee, as applicable.

APPOINTMENT OF RECEIVER

37. RBC has provided the Borrowers with more than sufficient time to repay the indebtedness. The Borrowers have been unable to fulfil their obligations to RBC and have advised that they are no longer operating. Further, the Borrowers have delivered their fleet of trucks, trailers and tractors to RBC.

38. At this stage, RBC wishes to take any and all steps necessary to enforce

its security and realize on same.

39. RBC considers it reasonable and prudent for it to begin enforcement of its security in an effort to recover the outstanding indebtedness.

40. The appointment of a receiver is provided for in the security (see sections 13 of each of the Bartia Transport GSA and the GATT Logistics GSA).

41. RBC proposes that GTL be appointed as receiver of the Borrowers.

42. GTL has consented to act as receiver should the Court so appoint it. A copy of GTL's consent is attached as **Exhibit "O"**.

43. This affidavit is made in support of the within motion, and for no other or improper purpose whatsoever.

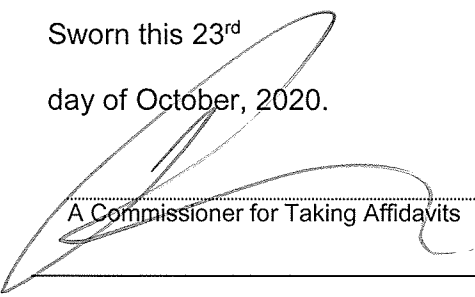
SWORN before me at the City of Toronto,
in the Province of Ontario, this 23rd day of
October, 2020.

A Commissioner, etc.

PETER GORDON

This is Exhibit “A” referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



A Commissioner for Taking Affidavits

Request ID: 024972946
 Transaction ID: 76487898
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2020/09/08
 Time Report Produced: 09:23:21
 Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System.

Barbara Duckitt
 Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2081444	BARTIA TRANSPORT INC.	2005/09/13
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
CARL GATT 11 HAINER COURT	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
AMHERSTBURG ONTARIO CANADA N9V 4A2	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
CARL GATT 11 HAINER COURT	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
AMHERSTBURG ONTARIO CANADA N9V 4A2	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification		NOT APPLICABLE
NOT AVAILABLE		

Request ID: 024972946
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Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/09/08
Time Report Produced: 09:23:21
Page: 2

Certified a true copy of the data as recorded on the Ontario Business Information System.


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2081444

BARTIA TRANSPORT INC.

Corporate Name History

Effective Date

BARTIA TRANSPORT INC.

2005/09/13

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

Address

CARL

11 HAINER COURT

GATT

AMHERSTBURG
ONTARIO
CANADA N9V 4A2

Date Began

First Director

2019/08/31

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 024972946
Transaction ID: 76487898
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/09/08
Time Report Produced: 09:23:21
Page: 3

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2081444

BARTIA TRANSPORT INC.

Administrator:

Name (Individual / Corporation)

Address

CARL

11 HAINER COURT

GATT

AMHERSTBURG
ONTARIO
CANADA N9V 4A2

Date Began

First Director

2019/08/31

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:

Name (Individual / Corporation)

Address

CARL

11 HAINER COURT

GATT

AMHERSTBURG
ONTARIO
CANADA N9V 4A2

Date Began

First Director

2019/08/31

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Request ID: 024972946
Transaction ID: 76487898
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2081444

BARTIA TRANSPORT INC.

Last Document Recorded

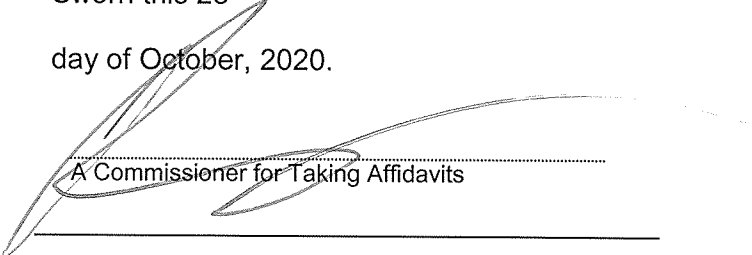
Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2020/06/26 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.

This is Exhibit "**B**" referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



A Commissioner for Taking Affidavits

Request ID: 024972952
 Transaction ID: 76487911
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2020/09/08
 Time Report Produced: 09:23:50
 Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System.

Barbara Luckitt
 Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1786738	GATT LOGISTICS INC.	2009/04/01
	Jurisdiction	ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
11 HAINER CRT	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
AMHERSTBURG ONTARIO CANADA N9V 4A2	NOT APPLICABLE	NOT APPLICABLE
	Letter Date	
Mailing Address		NOT APPLICABLE
CARL DWAIN GATT 11 HAINER COURT	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
AMHERSTBURG ONTARIO CANADA N9V 4A2	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00001 00001	NOT APPLICABLE
Activity Classification		Date Ceased in Ontario
NOT AVAILABLE		NOT APPLICABLE

Request ID: 024972952
Transaction ID: 76487911
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/09/08
Time Report Produced: 09:23:50
Page: 2

Certified a true copy of the data as recorded on the Ontario Business Information System.


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1786738

GATT LOGISTICS INC.

Corporate Name History

Effective Date

GATT LOGISTICS INC.

2016/02/18

1786738 ONTARIO INC.

2009/04/01

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

Address

CARL
DWAINE
GATT

11 HAINER COURT

AMHERSTBURG
ONTARIO
CANADA N9V 4A2

Date Began

First Director

2009/04/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 024972952
Transaction ID: 76487911
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/09/08
Time Report Produced: 09:23:50
Page: 3

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1786738

GATT LOGISTICS INC.

Administrator:

Name (Individual / Corporation)

Address

CARL
DWAINE
GATT

11 HAINER COURT

AMHERSTBURG
ONTARIO
CANADA N9V 4A2

Date Began

First Director

2009/04/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:

Name (Individual / Corporation)

Address

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DWAINE
GATT

11 HAINER COURT

AMHERSTBURG
ONTARIO
CANADA N9V 4A2

Date Began

First Director

2009/04/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Request ID: 024972952
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Date Report Produced: 2020/09/08
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1786738

GATT LOGISTICS INC.

Last Document Recorded

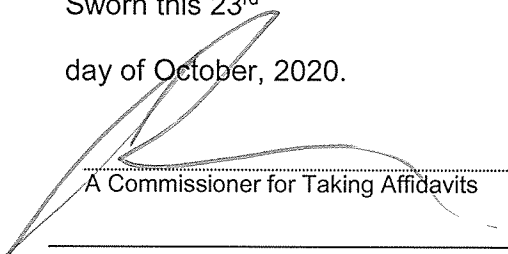
Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2019/08/25 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.

This is Exhibit “C” referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



.....
A Commissioner for Taking Affidavits

ROYAL BANK OF CANADA CREDIT AGREEMENT

DATE: March 28, 2019

BORROWER:

BARTIA TRANSPORT INC.

SRF:

334889938

ADDRESS (Street, City/Town, Province, Postal Code)

55 ISAIAH DRIVE
KITCHENER, ON N2E 0B2

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned (the "Borrower") the following credit facilities (the "Credit Facilities"), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "Agreement"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

CREDIT FACILITIES

The aggregate of Facility #2 and Facility #3 shall not exceed \$500,000.00 at any time.

Facility #1 Revolving demand facility in the amount of \$150,000.00, available by way of RBP based loans, LCs and/or LGs.

Minimum retained balance \$0.00

Revolved by the Bank in increments of \$5,000.00

Interest rate: RBP + 2.00% per annum. Interest payable monthly, in arrears, on the same day each month as determined by the Bank.

LC & LG fees to be advised on a transaction-by-transaction basis.

Margined: Yes [] No [X]

Facility #2 Revolving lease line of credit in the amount of \$500,000.00. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

Facility #3 Revolving term facility in the amount of \$500,000.00 available by way of a series of term loans, by way of:

- a) **Variable rate term loans.** Repayable by consecutive monthly blended payments, including interest, based on a maximum 84 month amortization. Each loan has a maximum 60 month term and all outstanding principal and interest is payable in full at the end of the term. Interest rate (per annum): RBP plus a premium to be determined at the time of Borrowing based on the term selected by the Borrower.
- b) **Fixed rate term loans.** Repayable by consecutive monthly blended payments, including interest, based on a maximum 84 month amortization. Each loan has a maximum 60 month term and all outstanding principal and interest is payable in full at the end of the term. Fixed interest rate to be determined at time of Borrowing based on the term selected by the Borrower. Amount eligible for prepayment is to be determined at time of borrowing.
- c) **Variable rate term loans.** Repayable by consecutive monthly principal payments plus interest based on a maximum 84 month amortization. Each loan has a maximum 60 month term and all outstanding principal and interest is payable in full at the end of the term. Interest rate (per annum): RBP plus a premium to be determined at the time of Borrowing based on the term selected by the Borrower. Interest payable monthly, in arrears, on the same day each period as determined by the Bank.
- d) **Fixed rate term loans.** Repayable by consecutive monthly principal payments plus interest based on a maximum 84 month amortization. Each loan has a maximum 60 month term and all outstanding principal and interest is payable in full at the end of the term. Fixed interest rate to be determined at time of Borrowing based on the term selected by the Borrower. Interest payable monthly, in arrears, on the same day each period as determined by the Bank. Amount eligible for prepayment is to be determined at time of borrowing.

SY

The specific repayment terms for each Borrowing under this facility will be agreed to between the Borrower and the Bank at the time of drawdown by way of a Borrowing Request substantially in the form of Schedule "A" attached hereto, provided by the Borrower and accepted by the Bank.

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the "Other Facilities"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$20,000.00.

SECURITY

Security for the Borrowing and all other obligations of the Borrower to the Bank, including without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$670,000.00 signed by Sarbjit Kaur.

FEES

Annual review fee of \$350.00 payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Application fee of \$900.00 payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Facility #1 management fee of \$125.00 payable in arrears on the same day each month.

Renewal Fee:

If the Bank renews or extends any term facility or term loan beyond its maturity date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) annual notice to reader financial statements for the Borrower, within 120 days of each fiscal year end;
- b) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2020;
- c) such other financial and operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION/REQUIREMENTS

- a) The aggregate amounts owing under Leases advanced under Facility #2 plus the aggregate Borrowings outstanding under Facility #3 must not exceed \$500,000.00 at any time.
- b) No Borrowing under Facility #3 will be made available unless the Bank has received an invoice, bill of sale or cancelled cheque in respect of the equipment and leasehold improvements being financed with such Borrowing.
- c) No lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under

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the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

STANDARD TERMS

The following standard terms have been provided to the Borrower:

- ☒ Form 472 (02/2019) Royal Bank of Canada Credit Agreement - Standard Terms
- ☐ Form 473 (02/2019) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms
- ☐ Form 473A (10/2017) Royal Bank of Canada Credit Agreement - RBC Covarity Terms and Conditions
- ☐ Form 473B (02/2019) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until April 28, 2019, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA



Per: _____
Title: Vice President

RBC Contact: CHRISTOPHER CINIELLO

/an

CONFIRMATION & ACCEPTANCE

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which

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are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 3 day of April, 2019.

BARTIA TRANSPORT INC.

Per: Sarbjit Kaur
Name: SARBJIT KAUR
Title: President

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Borrower

Attachments:

- Schedule – Borrowing Request

ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS

FORM 472 (02/2019)

The following set of standard terms is deemed to be included in and forms an integral part of the Royal Bank of Canada Loan Agreement which refers to standard terms with this document version date, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

GENERAL

This Agreement amends and restates, without novation, any existing credit or loan agreement between the Borrower and the Bank and any amendments thereto, (other than existing agreements for Other Facilities). Any credit facility existing under any such credit or loan agreement which is secured by security under section 427 of the *Bank Act* (Canada) (or any successor to such provision) is deemed to be continued and renewed, without novation, under the Credit Facilities. Any amount owing by the Borrower to the Bank under any such credit or loan agreement is deemed to be a Borrowing under this Agreement. This Agreement is in addition to, and not in replacement of, agreements for Other Facilities. Any and all Security that has been delivered to the Bank and which is included as Security in this Agreement shall remain in full force and effect, is expressly reserved by the Bank and shall apply in respect of all obligations of the Borrower under the Credit Facilities. The Bank expressly reserves all Security granted to the Bank by the Borrower to secure the Borrower's existing debt towards the Bank, should the execution of this Agreement effect a novation of said debt. Unless otherwise provided, all dollar amounts are in Canadian currency.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, in form and substance, and executed and registered to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

AVAILABILITY

Revolving facilities: The Borrower may borrow, convert, repay and reborrow up to the amount of each revolving facility (subject to Margin where applicable) provided each facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Non-revolving facilities: The Borrower may borrow up to the amount of each non-revolving facility provided these facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

LOAN REVOLVEMENT

If the Credit Facilities include a revolving demand facility by way of RBP and/or RBUSBR based loans, the Borrower shall establish a current account in Canadian currency, and, where RBUSBR based loans are made available, in US currency (each a "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank to ascertain the balance of any General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) where the facility is indicated to be Bank revolved, if such position is a credit balance, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- c) where this facility is indicated to be Borrower revolved, if such position is a credit balance, the Bank will apply repayments on such facility only if so advised and directed by the Borrower;
- d) Overdrafts and Bank revolved facilities by way of RBP Loans, or RBUSBR Loans, are not available on the same General Account.

REPAYMENT

- a) Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
- b) Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.
- c) In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs, if applicable, which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.
- d) Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.
- e) Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.
- f) For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.
- g) Without limiting the right of the Bank to terminate or demand payment of or to cancel or restrict availability of any unused portion of any revolving demand tender loan facility, Borrowings by way of tender loans shall be repaid (i) if the tender is not accepted, by returning the relevant draft, or certified cheque, if applicable, to the Bank for cancellation or (ii) if the tender is accepted, by returning the relevant draft, or certified cheque, if applicable, once letters of guarantee or performance bonds are arranged. In the event such draft, or certified cheque, if applicable, is presented for payment, the amount of the draft, or certified cheque, if applicable, will be converted to an RBP based loan with an interest rate of RBP plus 5% per annum.
- h) Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.
- i) Except for Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity, demand

ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS

FORM 472 (02/2019)

and judgement. For Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the same rate as the interest rate applicable to the principal amount of the Borrowings as specified in this Agreement.

- j) In the case of any reducing term loan and/or reducing term facility ("**Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the maturity date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings under any term facility are by way of RBP and/or RBUSBR based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium.

Where Borrowings under any term facility are at a fixed interest rate, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage indicated in this Agreement of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Any prepayment of the Borrowing prior to the maturity date, in whole or in part (in excess of any prepayment explicitly permitted in this Agreement), requires an amendment of the terms of this Agreement. An amendment to permit such a prepayment requires the Bank's prior written consent. The Bank may provide its consent to an amendment to permit a prepayment upon satisfaction by the Borrower of any conditions the Bank may reasonably impose, including, without limitation, the Borrower's agreement to pay the Prepayment Fee as defined below.

The Prepayment Fee will be calculated by the Bank as the sum of:

- a) the greater of:
 - (i) the amount equal to three (3) months' interest payable on the amount of the fixed rate term facility Borrowing being prepaid, calculated at the interest rate applicable to the fixed rate term facility Borrowing on the date of prepayment; and
 - (ii) the present value of the cash flow associated with the difference between the Bank's original cost of funds for the fixed rate term facility Borrowing and the current cost of funds for a fixed rate term loan with a term substantially similar to the remaining term and an amortization period substantially similar to the remaining amortization period of the fixed rate term facility Borrowing, each as determined by the Bank on the date of such prepayment;
- plus:
- b) Foregone margin over the remainder of the term of the fixed rate term facility Borrowing. Foregone margin is defined as the present value of the difference between the Bank's original cost of funds for the fixed rate term facility Borrowing and the interest that would have been charged to the Borrower over the remaining term of the fixed rate term facility Borrowing;
- plus:
- c) a processing fee.

The Prepayment Fee shall also be payable by the Borrower in the event the Bank demands repayment of the outstanding fixed rate term facility Borrowing on the occurrence of an Event of Default. The Borrower's obligation to pay the Prepayment Fee will be in addition to any other amounts then owing by the Borrower to the Bank, will form part of the Borrowings outstanding and will be secured by the Security described herein.

The prepayment of any Borrowings under a term facility will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

CALCULATION AND PAYMENT OF INTEREST AND FEES

- a) The Borrower shall pay interest on each Overdraft, RBP and/or RBUSBR based loan monthly in arrears on the same day of each month as determined by the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- b) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- c) The Borrower shall pay an LC fee on the date of issuance of any LC calculated on the face amount of the LC issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs issued in US currency shall be paid in US currency.
- d) The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency.
- e) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
- f) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

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- g) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or any Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any person regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period

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to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

JOINT AND SEVERAL / SOLIDARY

Where more than one Person is liable as Borrower, for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidary) with each other such Person.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition or provision contained in this Agreement, the Security or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower in any document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

LETTERS OF CREDIT AND/OR LETTERS OF GUARANTEE

Borrowings made by way of LCs and/or LGs will be subject to the following terms and conditions:

- a) each LC and/or LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LC and/or LG, the Borrower shall execute a duly authorized application with respect to such LC and/or LG and each LC and/or LG shall be governed by the terms and conditions of the relevant application for such contract. If there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC and/or LG, the terms of the application for the LC and/or LG shall govern; and
- c) an LC and/or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC and/or LG has been obtained.
- d) LC and/or LG fees and drawings will be charged to the Borrower's accounts.

FEF CONTRACTS

Bank makes no formal commitment herein to enter into any FEF Contract and the Bank may, at any time and at all times, in its sole and absolute discretion, accept or reject any request by the Borrower to enter into a FEF Contract. Should the Bank make FEF Contracts available to the Borrower, the Borrower agrees, with the Bank as follows:

- a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
- b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
- c) in the event of demand for payment under the Agreement, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;

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- d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;
- e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
- f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
- g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract, including those disclosed by the Bank in the Risk Disclosure Statement below.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings and/or Leases if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday in Canada or any Province thereof, or a day on which banking institutions are closed throughout Canada;

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"Capital Expenditures" means, for any fiscal period, any amounts accrued or paid in respect of any purchase or other acquisition for value of capital assets and, for greater certainty, excludes amounts expended in respect of the normal repair and maintenance of capital assets utilized in the ordinary course of business;

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"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Corporate Distributions" means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

"Current Assets" means, at any time, those assets ordinarily realizable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year;

"Current Liabilities" means, at any time, amounts payable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year (the operating cycle must correspond with that used for current assets);

"Current Ratio" means the ratio of Current Assets to Current Liabilities;

"Debt Service Coverage" means, for any fiscal period, the ratio of EBITDA to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

"EBITDA" means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Equity" means the total of share capital (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

"Financial Assistance" means any form of direct or indirect financial assistance of any other Person by means of a loan, guarantee or otherwise or any obligations (contingent or otherwise) intended to enable another Person to incur or pay any debt or comply with any agreements related thereto or to otherwise assure or protect creditors of another Person against loss in respect of debt or any other obligations of such other Person;

"Fixed Charge Coverage" means, for any fiscal period, the ratio of EBITDA plus payments under operating leases less cash income taxes and Unfunded Capital Expenditures to Fixed Charges;

"Fixed Charges" means, for any fiscal period, the total of Interest Expense, scheduled principal payments in respect of Funded Debt, payments under operating leases and Corporate Distributions;

"Foreign Exchange Forward Contract" or "FEF Contract" means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the Bank.

"Funded Debt" means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

"Interest Expense" means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances.

"Investment" means the acquisition (whether for cash, property, services, securities or otherwise) of shares, bonds, notes, debentures, partnership or other property interests or other securities of any other Person or any agreement to make any such acquisition;

"Letter of Credit" or "LC" means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

"Letter of Guarantee" or "LG" means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

"Margin" or "Margined" means that the availability of Borrowings under the credit facilities will be based on the Borrower's level of accounts receivable, inventory and Potential Prior Ranking Claims as determined by reference to regular reports provided to the Bank by the Borrower;

"Overdraft" means advances of credit by way of debit balances in the Borrower's current account;

"Permitted Encumbrances" means, in respect of the Borrower:

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- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

"Postponed Debt" means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"RBP" and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"RBUSBR" and **"Royal Bank US Base Rate"** each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

"Tangible Net Worth" means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

"Total Liabilities" means all liabilities exclusive of deferred tax liabilities and Postponed Debt;

"Unfunded Capital Expenditures" means Capital Expenditures not funded by either bank debt or equity proceeds.

"US" means United States of America.

5/15/



Royal Bank of Canada
Master Lease Agreement
 (Common Law)
 Lessee No.: 334889938

This Master Lease Agreement (the "Master Lease Agreement") made as of the 26th day of April, 2019 between

ROYAL BANK OF CANADA ("Lessor")

and

BARTIA TRANSPORT INC. ("Lessee")

Address:
 5575 North Service Rd,
 Suite 300,
 Burlington, Ontario
 L7L 6M1

Address:
 55 Isaiah Drive
 Kitchener, Ontario
 N2E 0B2

Lessor and Lessee agree as follows:

1. Leasing of Equipment

- 1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to Lessee pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule"). Equipment which is acquired for leasing to Lessee and which is described in a Leasing Schedule is referred to in this Lease Agreement as the "Equipment".
- 1.2 Neither Lessor, nor Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor.
- 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment. If Lessee has purchased the Equipment on behalf of Lessor, Lessee shall cause the purchase invoice to be addressed to Lessor. Payment will be made by Lessor to the seller directly.
- 1.4 Lessee shall conduct such acceptance testing of any Equipment as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to Lessor.
- 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
- 1.6 Each Leasing Schedule shall constitute a separate lease (each, a "Lease") of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.
- 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

2. Payment of Equipment Cost

- 2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment as set out in the Leasing Schedule on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

- 3.1 Lessee shall pay to Lessor the rental payable, as set out in the relevant Leasing Schedule. The Total Monthly Rental Installment set out in each Leasing Schedule is referred to in

this Lease Agreement as an "Installment". The first Installment is payable on the Commencement Date of the Term and the last of such Installments is payable on the Termination Date of Term, all as set out in the relevant Leasing Schedule.

4. Rent Payment

- 4.1 Each Installment shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule. Lessor may require plates or markings to be affixed or placed at the sole cost of Lessee on each item of Equipment indicating Lessor as owner.
- 5.2 The Equipment shall be located and used at the address of Lessee or the location shown under the heading "Equipment Location" of the applicable Leasing Schedule, and shall not be removed from that location without the written consent of Lessor. In the event that the location of the Equipment is changed, Lessee will give to Lessor notice of the new location not later than five (5) days after the change.

6. Personal Property

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.
- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, Lessee grants a security interest in any interest of Lessee in the Equipment to Lessor.

7. Licence

- 7.1 Lessee agrees that Lessor:

- (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
- (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
- (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Representations and Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.

9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
 - (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
 - (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of Lessor, and be free of all adverse claims.

10. Inspection

- 10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
 - (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:
 - i) includes Lessor (as owner) as an additional named insured, and
 - ii) includes a loss payable clause in favour of Lessor;
 - (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
 - i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
 - ii) includes Lessor as an additional named insured, and
 - iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

- 12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
 - (a) gives Lessor notice of the adverse claim;
 - (b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
 - (c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

- 14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

- 15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all installments which were to be paid during the remainder of the Term, (B) any installments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods

and services or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

- 16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further installments shall be payable thereafter with respect to that Equipment.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
- (b) Intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

- 18.1 Any of the following is an "Event of Default":
- (a) Failure by Lessee to pay any installment or other amount pursuant to any Leasing Schedule;
 - (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
 - (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
 - (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
 - (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
 - (f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
 - (g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
 - (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and in addition to any other rights or remedies

Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:

- (a) take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;
- (b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;
- (c) without terminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- (a) an amount calculated by discounting the aggregate amount of all installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of,
 - i) five percent (5%);
 - ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
 - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus,
 - (b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
 - (c) the amount of any installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
 - (d) any cost of disposition of the Equipment; less
 - (e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.
- 19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon the Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor in curing any such default shall be payable by Lessee on demand.

23. Indemnification

- 23.1 Lessee shall indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which Lessor may be or become liable, resulting from:
- (a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
 - (b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
 - (c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment or the ownership thereof or other rights held therein by Lessor; or
 - (d) the failure of Lessee to comply with any of its obligations under this Lease Agreement or any Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents.

24. Assignment of Warranties

- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered, sent by facsimile or electronic mail or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery, facsimile or by electronic mail.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Third Parties

- 29.1 Lessee will not (i) cause or permit the Equipment to be used by, on behalf of or for the benefit of any person other than Lessee, or (ii) cause or permit any person other than Lessee to give notices or instructions in respect of the Equipment or direct the manner of exercise of the rights of Lessee pursuant to any Lease.
- 29.2 Lessee shall not part with possession of the Equipment.
- 29.3 Lessee will not assign any Lease or sub-lease any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-leasing of any Equipment shall relieve Lessee of its obligations hereunder.

30. Corporate Waiver

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

- 31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successors and assigns. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Records

33.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

34. Offset

34.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

35. Remedies Cumulative

35.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

36. Time

36.1 Time is and shall be in all respects of the essence of any Lease.

37. Entire Transaction

37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.

37.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

38. No Merger in Judgment

38.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

39. Further Assurances/Copy of Agreement

39.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

40. Applicable Law

40.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Ontario.

41. Currency

41.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

42. Language

42.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.

Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

43. General

43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

43.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

44. Electronic Communications

44.1 Lessor will be entitled to rely on any communication of agreement (including, without limitation, a signature affixed on behalf of Lessee) appearing on a facsimile transmission or on a document, agreement, instrument, notice or instructions (each, a "Document", and collectively, the "Documents") delivered by electronic mail that purports to be a communication of agreement by or on behalf of Lessee or of a representative of Lessee as being authorized, valid and binding on Lessee, even if the signature was not, in fact, signed by Lessee or its representative, or any other communication of agreement was not, in fact, made or given by Lessee or its representative. Lessee will keep the originals of all documents, agreements, instruments, notices and instructions transmitted to Lessor by facsimile or electronic mail, and will produce them to Lessor upon request. Lessor and Lessee agree that a copy of a document, agreement, instrument, notice or instructions transmitted by facsimile or electronic mail shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule. Lessee further agrees that Lessor may convert paper records of any Document (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Lessor's normal business practices. The parties agree that such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and shall be admissible as conclusive evidence of its content in the same manner as the original Paper Record.

45. Financial Information

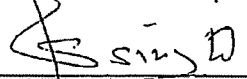
45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

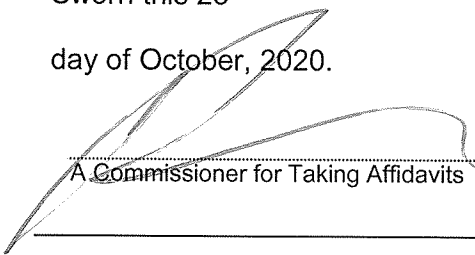
Royal Bank of Canada ("Lessor")

per 
Eugene Basolini
Head, Equipment Finance Solution Centre

BARTIA TRANSPORT INC. ("Lessee")

per 
per _____

This is Exhibit "**D**" referred to
in the Affidavit of Peter Gordon
Sworn this 23rd
day of October, 2020.



A Commissioner for Taking Affidavits



Royal Bank of Canada
General Security Agreement

SRF: 334889938
Borrower: BARTIA TRANSPORT INC.

100 KING ST W-8TH FLR
STELCO TOWER
HAMILTON
ONTARIO
L8P 1A2
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all 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;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

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(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

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- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

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Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

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representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

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Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

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RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR BARTIA TRANSPORT INC.			
ADDRESS OF BUSINESS DEBTOR 55 ISAIAH DRIVE	CITY KITCHENER	PROVINCE ONTARIO	POSTAL CODE N2E0B2

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 3 day April, 2019

BARTIA TRANSPORT INC.

Ch. [Signature]
WITNESSES

Sarah [Signature]
Seal

WITNESSES

Seal

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SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

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SCHEDULE "B"**1. Locations of Debtor's Business Operations**

55 ISAIAH DRIVE,
KITCHENER
ONTARIO
CA
N2E0B2

2. Locations of Records relating to Collateral

55 ISAIAH DRIVE,
KITCHENER
ONTARIO
CA
N2E0B2

3. Locations of Collateral

55 ISAIAH DRIVE,
KITCHENER
ONTARIO
CA
N2E0B2

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SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

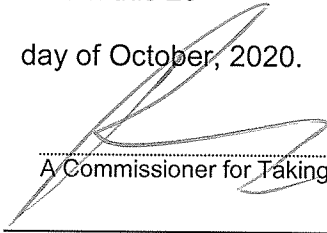
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This is Exhibit “E” referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



.....
A Commissioner for Taking Affidavits



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 334889938
 Borrower: BARTIA TRANSPORT INC.

100 KING ST W-8TH FLR
 STELCO TOWER
 HAMILTON
 ONTARIO
 L8P 1A2
 CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **BARTIA TRANSPORT INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$670,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

Please do not write in this area



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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ONTARIO ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, 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 defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A. except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

Please do not write in this area



RBC334889938003004000812

EXECUTED this April 3, 2019
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature: *Chris Ciniello*

Name:

Sarbjit Kaur
SARBJIT KAUR

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

SARBJIT KAUR
107 DONNENWERTH DR
KITCHENER
ONTARIO
N2E4C9
CA

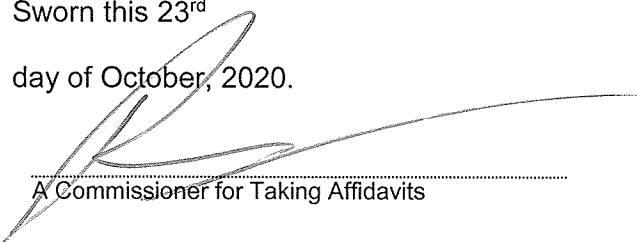
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RBC334889938004004000812

This is Exhibit "**F**" referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



A Commissioner for Taking Affidavits

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4587)

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 : BARTIA TRANSPORT INC.

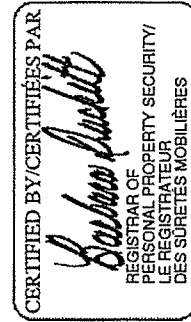
FILE CURRENCY : 13OCT 2020

ENQUIRY NUMBER 20201014121440.63 CONTAINS 33 PAGE(S), 9 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.

CYBERBARR, A THOMSON REUTERS BUSINESS

333 BAY STREET, STE. 400
TORONTO ON M5H 2R2



(sifs 06/20/19)

CONTINUED... 2

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4588)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
765767907

00
01
02
03
04
05
06
07
08
09

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILE	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
001	1		20200915 1355 6083 4061	P	PPSA	1

DEBTOR
NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
AMHERSTBURG
ON
N9V 4A2

DEBTOR
NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
KITCHENER
ON
N2E 0B2

SECURED PARTY /
THEN CLAIMANT
ADDRESS
26137020 ONTARIO INC.
247 RADLEY ROAD,
MISSISSAUGA
ON
L4Z 1X1

10
11
12

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MOTOR VEHICLE	AMOUNT	DATE-OR	NO. FIXED	MAJORITY OR	MAJORITY DATE
									300000	11DEC2021			

YEAR MAKE
2006 FREIGHTLINER

MODEL
CON

VIN
1FEGCR4V46PV28837

13
14
15

GENERAL
COLLATERAL
DESCRIPTION

THE PPSA IS BEING REGISTERED AGAINST THE 1 TRUCK AND 1 TRAILER (MAKE REIT MODEL FLT VIN# 1RNF48A245R011869. THE CORPORATION HAS BORROWED A LOAN IN THE AMOUNT OF \$300,000

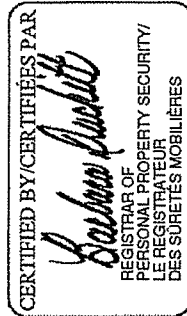
16
17

REGISTERING
AGENT

ESC CORPORATE SERVICES LTD.
445 KING STREET WEST, 4TH FL
TORONTO
ON
M5V 1K4

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED ... 3



Ontario

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(4590)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR REEN

00
FILE NUMBER
765450005

01
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20200904 1941 1531 0022

02
DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME CARL GATT, GATT LOGISTICS INC.

04
ADDRESS 11 HAINER CRT, AMHERSTBERG ONTARIO CORPORATION NO. N9V 4A2

05
DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07
ADDRESS ONTARIO CORPORATION NO.

08
SECURED PARTY / WHEN CLAIMANT ADDRESS

10
COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

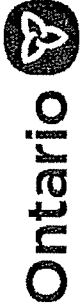
11
MOTOR YEAR MAKE MODEL VIN

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 ADDRESS
17

CERTIFIED BY/CERTIFIÉES PAR
Barbara Puellet
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(crtfu 062019)

5
CONTINUED...



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(4591)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT CLAIM FOR LIEN

00 FILE NUMBER
765490005

01 CAUTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20200904 1941 1531 0022

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS

04 ADDRESS BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS

07 ADDRESS BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 DEBTOR ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. EXED
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCREDED 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 ...



(c711u 06/2019)

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(4592)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CHARGES FOR LEND

FILE NUMBER
762728175

CATION FILING PAGE NO. OF PAGES 01 002
MOTOR VEHICLE REGISTRATION NUMBER 20200616 1001 1462 6980 P PFSA 1
REGISTERED UNDER PERIOD

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

BUSINESS NAME
ADDRESS
11 HAINER COURT
AMHERTSBURG
ONTARIO CORPORATION NO. N9V4A2

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

BUSINESS NAME
ADDRESS
11 HAINER COURT
AMHERTSBURG
ONTARIO CORPORATION NO. N9V4A2

SECURED PARTY /
LISEN CHARGENT
TRANSIT TRAILER LEASING LIMITED
R.R. #3, 22217 BLOOMFIELD RD
CHATHAM ON N7M5J3

COMPTONAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
MOTOR VEHICLE AMOUNT
DATE OF MATURITY OR MAJORITY DATE
15DEC2020

YEAR MAKE
2019 REYNOLTER
MODEL
BEG
1RNF50A62KR045483

MOTOR VEHICLE
2019 REYNOLTER
MODEL
BEG
1RNF50A62KR045483

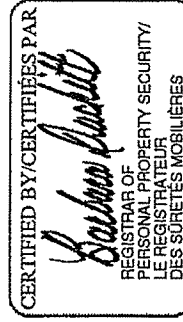
GENERAL
COMPTONAL
DESCRIPTION
2019 6 AXLE REYNOLTER SER. NO.
1RNF50A62KR045483

REGISTERING
AGENT
TRANSIT TRAILER LEASING LIMITED
R.R. #3, 22217 BLOOMFIELD RD
CHATHAM ON N7M5J3

FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

7



REPORT : PSSR060
PAGE : 7
(4593)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR ITEM

00 FILE NUMBER
762728175

01 CAPTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
20200616 1001 1462 6980 P PSA 1

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME BLB TRANSPORT GROUP
04 ADDRESS 11 HAINER COURT AMHERTSBURG ONTARIO CORPORATION NO. N9V4A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 WHEN 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 VEHICLE
12 VEHICLE
13 GENERAL TRANSIT TRAILER LEASING LIMITED
14 COLLATERAL R.R. #3, 22217 BLOOMFIELD RD CHATHAM ON N7M5J3
15 DESCRIPTION
16 REGISTERING
17 AGENT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED ... 8

CERTIFIED BY/CERTIFIÉES PAR
Sabrina Pardo
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETES MOBILIERES
(s/11u 06/2019)

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(4594)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1G FINANCING STATEMENT CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
758471769

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20191211 1053 1901 9808 P PPSA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 1786783 ONTARIO INC.
04 ADDRESS 11 HAINES COURT AMHERSTBURG ONTARIO CORPORATION NO. N9V 4A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME BARTIA TRANSPORT INC.
07 ADDRESS 55 ISLAH DRIVE KITCHENER ONTARIO CORPORATION NO. N2E 0B2

08 SECURED PARTY / 26137020 ONTARIO INC.
09 LIEN CURRENT ADDRESS 247 RADLEY ROAD, MISSISSAUGA ON L4Z 1X1

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity OR Maturity DATE
N 300000 X 11DEC2020

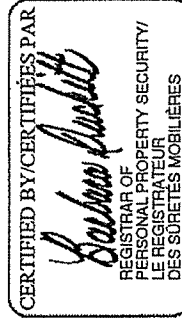
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2006 FREIGHTLINER CON 1XP5D49X05N873998

13 GENERAL PPSA IS BEING REGISTERED AGAINST THE 2 TRUCKS AND 1 TRAILER (MAKE REIT
14 COLLATERAL MODEL FLT VIN# 1RMF48A245R011869. THE CORPORATION IS BORROWED A LOAN
15 DESCRIPTION IN THE AMOUNT OF \$300,000

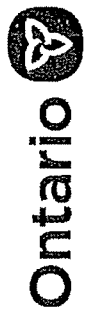
16 REGISTERING SHAHID MALIK PROF CORP.
17 AGENT ADDRESS 120 MATHESON BLVD EAST, SUITE 101 MISSISSAUGA ON L4Z 1X1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ... 9



(cfr 11/06/2019)



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(4595)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

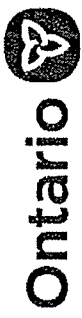
01	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
21	FILE NUMBER	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER
	758471769	1		20200529	1208 6083	1407
22	RECORD REFERENCED					
	PAGE-AMEND	NO. SPECIFIC PAGE-AMENDED				
		X				
23	REFERENCE					
24	DEBTOR/TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	
		1786783 ONTARIO INC.				
25	OTHER CHANGE					
26	REASON/DESCRIPTION					
28						
02/	DATE OF BIRTH					
05	DEBTOR/TRANSFEREE	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	
06						
04/07	ADDRESS					
29	ASSIGNOR					
08	SECURED PARTY/BIEN-CLAIMANT/ASSIGNEE					
09						
10	COLLATERAL CLASSIFICATION					
	CONSUMER					
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	
	YEAR	MAKE	MODEL	ICON		
11	MOTOR	2005	PETERBILT			
12	VEHICLE					
13	GENERAL					
14	COLLATERAL					
15	DESCRIPTION					
16	REGISTERING AGENT OR					
17	SECURED PARTY/BIEN-CLAIMANT	ADDRESS				
		SHAHID MALIK PROF CORP.				
		120 MATHESON BLVD EAST, SUITE 101				
		MISSISSAUGA				
		ON				
		L4Z 1X1				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Sarahna Pundit
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c/21a 06/2019)



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(4596)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
REELING NO. OF PAGES SCHEDULE NUMBER UNDER
001 20200915 1355 6083 4060
21 RECORD FILE NUMBER 758471769
PAGE-AMENDED NO SPECIFIC PAGE-AMENDED
22
23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
24 DEBTOR/BUSINESS NAME 1786783 ONTARIO INC.
TRANSFEROR

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ NAME OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06
04/07 ADDRESS

ONTARIO CORPORATION NO.

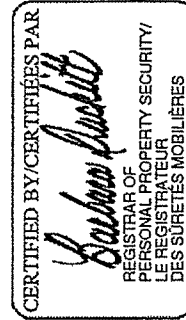
29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 ADDRESS
09

10 COLLATERAL CLASSIFICATION ADDRESS
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OF NO. FIXED
DATE OF

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/ ADDRESS 445 KING STREET WEST, 4TH FL TORONTO MSV 1K4
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11



(cfr2u 062019)



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(4597)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751019967

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 005 20190508 1631 8077 0792 P PFSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME BARTIA TRANSPORT INC.

04 ADDRESS 55 ISALAH DRIVE KITCHENER ONTARIO CORPORATION NO. N2E0B2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ROYAL BANK OF CANADA ONTARIO CORPORATION NO.

08 SECURED PARTY ROYAL BANK OF CANADA ON L7L 6M1
09 LIEN CLAIMANT ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. EXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

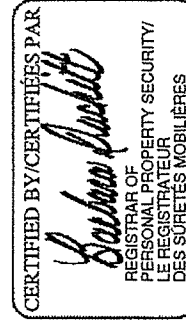
11 YEAR MAKE 2020 REITNOUER
12 VEHICLE 6 AXLE BIGGER BUBBA VIN 1RNF50A62LR048921

13 GENERAL 2020 50FT REITNOUER BIGGER BUBBA W/ GLIDER TARP SYSTEM VIN#
14 COLLATERAL 1RNF50A62LR048921 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
15 DISPOSITION ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS

16 REGISTERING REGISTRY = RECOVERY INC.
17 AGENT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED ... 12



(c)11u 06(2019)



RUN NUMBER : 288
 RUN DATE : 2020/10/14
 ID : 20201014121440.63

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 12
 (4598)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
 FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 751019967

01 CAUTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION NUMBER REGISTERED REGISTRATION
 FILING 02 005 SCHEDULE 20190508 1631 8077 0792 UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME ADDRESS
 04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ADDRESS
 07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / FIRST GIVEN NAME INITIAL SURNAME
 09 THEN CLAIMANT ADDRESS

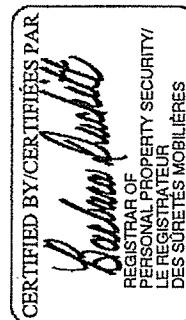
10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO-EXPIRED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY DATE

11 MOTOR YEAR MAKE MODEL VEHICLE

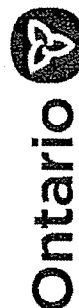
13 GENERAL THERE TO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
 14 COLLATERAL FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
 15 DESCRIPTION LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,

16 REGISTERING ADDRESS
 17 AGENT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13



(e/f/lu 08/2019)



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(4599)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751019967

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20190508 1631 8077 0792

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS
04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS
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 GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
14 COLLATERAL LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
15 DESCRIPTION DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

16 REGISTERING ADDRESS
17 AGENT ADDRESS

CERTIFIED BY/CERTIFIÉES PAR
Barbara Smith
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(efflu 06/2019)

CONTINUED... 14



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(4600)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT CLAIM FOR LITEN

00 FILE NUMBER 751019967

01 CATION PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 005 20190508 1631 8077 0792

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS
04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 THEN 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-T-N

12 VEHICLE

13 GENERAL ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO
14 COLLATERAL THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ADDRESS

CERTIFIED BY/CERTIFIÉES PAR
Sarahna Smith
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIERES
(c71fu 062019)

15 CONTINUED...

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(4601)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751019967

00 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

05 005 20190508 1631 8077 0792

01 DATE OF BIRTH FIRST GIVEN NAME SURNAME

02 DEBTOR BUSINESS NAME

03 NAME ADDRESS

ONTARIO CORPORATION NO.

04 DATE OF BIRTH FIRST GIVEN NAME SURNAME

05 DEBTOR BUSINESS NAME

06 NAME ADDRESS

ONTARIO CORPORATION NO.

07 SECURED PARTY /

08 LIEN CLAIMANT ADDRESS

09 COLLATERAL CLASSIFICATION

10 CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL

12 MOTOR VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

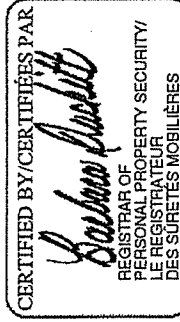
16 REGISTERING

17 AGENT ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED...

16



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(4602)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
750574269

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES NO. OF PAGES UNDER PERIOD
01 005 20190426 1434 8077 0211 P PPSA 10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME SURNAME
03 NAME BUSINESS NAME BARTIA TRANSPORT INC.

04 ADDRESS 55 ISAIAH DRIVE KITCHENER

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY ROYAL BANK OF CANADA

09 TIEN CLAIMANT ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FILED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V-T-N

12 VEHICLE

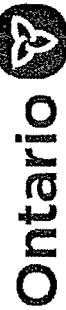
13 GENERAL AS PER MASTER LEASE AGREEMENT DATED APRIL 26, 2019 TOGETHER
14 COLLATERAL WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE
15 DESCRIPTION DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL

16 REGISTERING REGISTRY = RECOVERY INC.

17 AGENT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Daulton
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(s) 06/2019



CONTINUED... 17

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(4603)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
750574269

00 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 005 20190426 1434 80/7 0211

01 DATE OF BIRTH

INITIAL SURNAME

FIRST GIVEN NAME

SURNAME

ONTARIO CORPORATION NO.

02 DEBTOR
03 NAME

BUSINESS NAME

ADDRESS

FIRST GIVEN NAME

SURNAME

ONTARIO CORPORATION NO.

04 DATE OF BIRTH

BUSINESS NAME

ADDRESS

FIRST GIVEN NAME

SURNAME

ONTARIO CORPORATION NO.

05 DEBTOR
06 NAME

BUSINESS NAME

ADDRESS

FIRST GIVEN NAME

SURNAME

ONTARIO CORPORATION NO.

07 SECURED PARTY /
08 THEN CLAIMANT

ADDRESS

FIRST GIVEN NAME

SURNAME

ONTARIO CORPORATION NO.

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR
12 YEAR MAKE

MODEL

SYSTEM

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM
DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

16 REGISTERING
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED ...

CERTIFIED BY/CERTIFIÉES PAR
Sabrina Pardo
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c)11u 06/2019



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(4604)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
750574269

01 CAPTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20190426 1434 8077 0211

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
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
MOTOR VEHICLE AMOUNT NO. FIXED

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

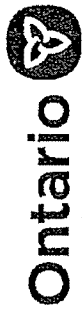
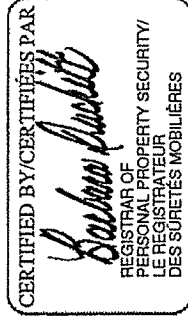
13 GENERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS
14 COLLATERAL IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR
15 DESCRIPTION OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16 REGISTERING
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(4605)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
750574269

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 005 20190426 1434 8077 0211

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

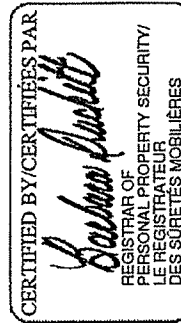
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

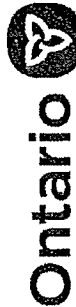
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.



(en) 06/2019



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(4607)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
EFILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT CLAIM FOR LIEN

FILE NUMBER
750574296

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 005 20190426 1434 8077 0214 P PPSA 5

DEBTOR NAME : BARTIA TRANSPORT INC.
DATE OF BIRTH :
FIRST GIVEN NAME :
INITIAL :
SURNAME :
ADDRESS : 55 ISAIAH DRIVE
KITCHENER
ONTARIO CORPORATION NO. : N2E0B2

DEBTOR NAME :
DATE OF BIRTH :
FIRST GIVEN NAME :
INITIAL :
SURNAME :
ADDRESS :
ONTARIO CORPORATION NO. :

SECURED PARTY : ROYAL BANK OF CANADA
DEBTOR : 300-5575 NORTH SERVICE RD
BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION :
CONSUMER :
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED :
MOTOR VEHICLE :
AMOUNT :
DATE OF MATURITY OR MATURITY DATE :
NO-FIXED :
X

YEAR MAKE :
2019 KENWORTH
MODEL :
W900B
VIN :
1XKWD49X0KJ958529
1XKWD49X7KJ958530

GENERAL : 2 X 2019 KENWORTH W900B (S/N 1XKWD49X0KJ958529 &
1XKWD49X7KJ958530) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
COLLATERAL :
DESCRIPTION :
ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS

REGISTERING AGENT :
REGISTRY = RECOVERY INC.

ADDRESS : 1551 THE QUEENSWAY
TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED ... 22

CERTIFIED BY/CERTIFIÉES PAR
Sarahna P. Smith
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c) 1990-08-2019

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(4508)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 750574296

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 005 20190426 1434 8077 0214

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS

04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS

07 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COMMODITY CLASSIFICATION
CONSIDER MOTOR VEHICLE AMOUNT DATE OF NO. EXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

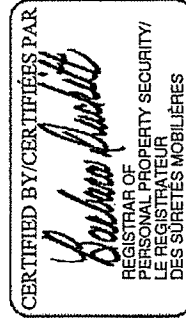
11 MOTOR YEAR MAKE MODEL
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ...



(certifié 06/2019)

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(4509)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 3C FINANCING STATEMENT / CLAIM FOR LIEU

FILE NUMBER
750574296

CAUTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20190426 1434 8077 0214

00
01
02
03
04
05
06
07
08
09

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

10
11
12
13
14
15
16
17

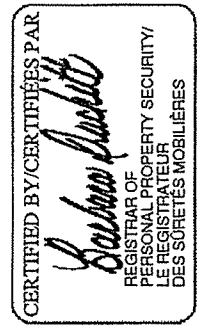
COMPTERIAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
YEAR MAKE
MODEL
V.I.N.E.

GENERAL COLLATERAL DESCRIPTION
REGISTERING AGENT
ADDRESS

GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED ...
24



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(4610)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
750574296

CAPTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 005 20190426 1434 8077 0214

DEBTOR NAME
DATE OF BIRTH

BUSINESS NAME
ADDRESS

FIRST GIVEN NAME
INITIAL SURNAME

DEBTOR NAME
DATE OF BIRTH

BUSINESS NAME
ADDRESS

FIRST GIVEN NAME
INITIAL SURNAME

ONTARIO CORPORATION NO.

DEBTOR NAME
DATE OF BIRTH

BUSINESS NAME
ADDRESS

FIRST GIVEN NAME
INITIAL SURNAME

ONTARIO CORPORATION NO.

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCURRED DATE OF MATURITY OR MATURITY DATE

10

MOTOR VEHICLE
YEAR MAKE

MODEL

V.I.N.

GENERAL COLLATERAL
DESCRIPTION

ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

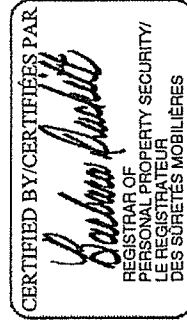
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

25

CONTINUED ...



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(4611)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
750574296

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
05 005 20190426 1434 8077 0214

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 NAME BUSINESS NAME ADDRESS

06 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
07 NAME BUSINESS NAME ADDRESS

08 SECURED PARTY / THEN 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.

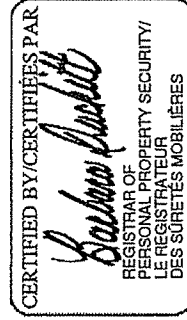
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED ...



(e) 110 06/2019

Ontario

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(4612)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
749521134

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20190328 1046 1529 1739 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
DEBTOR NAME BARTIA TRANSPORT INC. KITCHENER
ADDRESS 55 ISAIAH DRIVE ONTARIO CORPORATION NO. N2E 0B2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
DEBTOR NAME BARTIA TRANSPORT INC. KITCHENER
ADDRESS 55 ISAIAH DRIVE ONTARIO CORPORATION NO. N2E 0B2

SECURED PARTY / LITEN CLAIMANT ADDRESS
ROYAL BANK OF CANADA TORONTO ON M2P 0A4
36 YORK MILLS ROAD, 4TH FLOOR

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
CANADIAN SECURITIES REGISTRATION SYSTEMS
4126 NORLAND AVENUE BURNABY BC V5G 3S8

REGISTERING AGENT
CANADIAN SECURITIES REGISTRATION SYSTEMS
4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED ... 27

CERTIFIED BY/CERTIFIÉS PAR
Barbara Lucette
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 27
(4613)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
748466091

01 CAUTION PAGE 001
FILING NO. OF PAGES 5
SCHEDULE 20190220 1628 5064 4363 P PFSA 05
REGISTRATION NUMBER UNDER PERIOD

02 DEBTOR
03 NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
GATT LOGISTICS INC.

04 BUSINESS NAME
ADDRESS
11 HAINER CRT
AMHERSTBURG
ONTARIO CORPORATION NO.
ON N9V 4A2

05 DEBTOR
06 NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

07 BUSINESS NAME
ADDRESS
WELLS FARGO EQUIPMENT FINANCE COMPANY
ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LITEN CLAIMANT
ADDRESS
1290 CENTRAL PARKWAY W, 11TH FL.
MISSISSAUGA
ON L5C 4R3

10 COLLATERAL CLASSIFICATION
CONSIDER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
MOTOR VEHICLE AMOUNT
DATE OF MATURITY OR MATURITY DATE
NO. FIXED

11 MOTOR YEAR MAKE
12 VEHICLE 2016 FREIGHTLINER
MODEL CASCADIA
VIN 1FUJGLD5XGLGY3904

13 GENERAL 2016 FREIGHTLINER CASCADIA S/N 1FUJGLD55GLHE3471, 2016 FREIGHTLINER
14 CASCADIA S/N 1FUJGLD5XGLGY3904 THE GOODS DESCRIBED HEREIN TOGETHER
15 DESCRIPTION WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS,

16 REGISTERING
17 AGENT
ADDRESS 445 KING STREET WEST, SUITE 400
TORONTO
ON M5V 1K4
SECUREFACT TRANSACTION SERVICES, INC.

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED ... 28

CERTIFIED BY/CERTIFIÉES PAR
Sandra P. Smith
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c) 1990-06/2019



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(4614)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTLA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
748466091

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 5 20190220 1628 5064 4363

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BUSINESS NAME ADDRESS

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME ADDRESS

07 ADDRESS

08 SECURED PARTY /

09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER

12 YEAR MAKE MODEL VIN

13 GENERAL

14 COLLATERAL

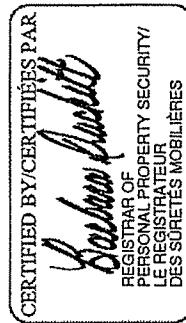
15 DESCRIPTION

16 REGISTERING

17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(4615)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM LC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748466091

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER INDEX PERIOD
003 5 20190220 1628 5064 4363

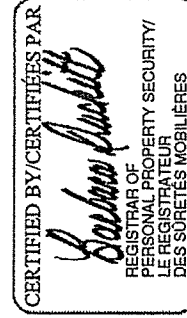
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DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
DATE OF BIRTH
BUSINESS NAME
ADDRESS
SECURED PARTY
LIEN CLAIMANT
COMPTERIAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
MOTOR VEHICLE AMOUNT
DATE OF MATURITY OR MATURITY DATE
NO. FIXED
VEHICLE
MODEL
YEAR MAKE
GENERAL COLLATERAL DESCRIPTION
REGISTERING AGENT
ADDRESS

INITIAL
SURNAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.
ONTARIO CORPORATION NO.

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED ... 30



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(4616)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM JC FINANCING STATEMENT / CLAIM FOR GREN

FILE NUMBER
748460091

CAPTION PAGE NO. OF PAGES TOTAL
FILING NO. 004 5
MOTOR VEHICLE REGISTRATION NUMBER 20190220 1628 5064 4363
SCHEDULE UNDER PERIOD

00
01
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03
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09

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
BUSINESS NAME	ADDRESS	INITIAL	SURNAME	ONTARIO CORPORATION NO.	
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.	
BUSINESS NAME	ADDRESS	INITIAL	SURNAME	ONTARIO CORPORATION NO.	

10
11
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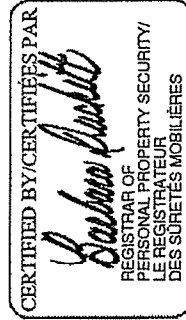
CO-SURETY CLASSIFICATION	CONSUMER	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF MATURITY OR	NO. FILED
YEAR MAKE	MODEL	V.E.N.			
MOTOR VEHICLE					
GENERAL COLLATERAL DESCRIPTION					
REGISTERING AGENT					

TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 9403779-001)

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ... 31



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 31
(4617)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FINE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT CLAIM FOR LIEN

00 FILE NUMBER
748466091

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
005 5 20190220 1628 5064 4363

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME
04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED NO FIXED

11 MOTOR YEAR MAKE MODEL WEIGHT

12 VEHICLE

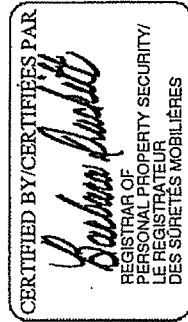
13 GENERAL (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED ...



(c) 11/05/2019



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(4618)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REESTIMATED
FILING NO. OF PAGES SCHEDULE NUMBER ORDER
001 1 20200714 1911 5064 4495

21 RECORD FILE NUMBER 748466091

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED
23 FIRST GIVEN NAME INITIAL SURNAME
24 BUSINESS NAME GATT LOGISTICS INC.

25 OTHER CHANGE TO ADD DEBTOR BARTIA TRANSPORT INC.

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/ BARTIA TRANSPORT INC.
03/ TRANSFEREE
06 ADDRESS 11 HAINER CRT

ONTARIO CORPORATION NO. N9V-4A2
AMHERSTBURG

29 ASSIGNOR SECURED PARTY/LEEN CLAIMANT/ASSIGNEE

08 ADDRESS
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR DATE OF NO. FIXED

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE
13 GENERAL COLLATERAL
14 COLLATERAL DESCRIPTION
15 REGISTERS AGENT OR
16 SECURED PARTY/ ADDRESS
17 LEEN CLAIMANT

SECUREFACT TRANSACTION SERVICES, INC.
445 KING STREET WEST, SUITE 400

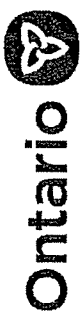
TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
Sarah Paré
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(e)21u 06/2019



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121440.63

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

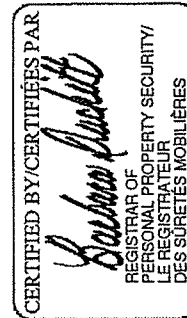
REPORT : PSSR060
PAGE : 33
(4619)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BARTIA TRANSPORT INC.
FILE CURRENCY : 13OCT 2020

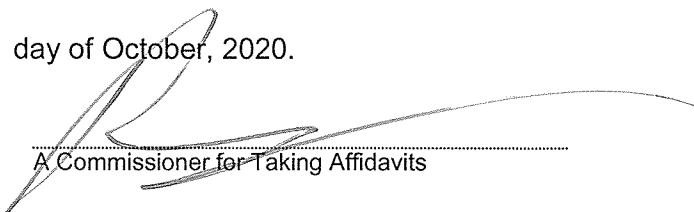
INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
765767907	20200915 1355 6083 4061		
765490005	20200904 1941 1531 0022		
762728175	20200616 1001 1462 6980		
758471769	20191211 1053 1901 9808	20200529 1208 6083 1407	20200915 1355 6083 4060
751019967	20190508 1631 8077 0792		
750574269	20190426 1434 8077 0211		
749521134	20190426 1434 8077 0214		
748466091	20190328 1046 1529 1739		
	20190220 1628 5064 4363	20200714 1911 5064 4495	

12 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



This is Exhibit "**G**" referred to
in the Affidavit of Peter Gordon
Sworn this 23rd
day of October, 2020.



.....
A Commissioner for Taking Affidavits



Royal Bank of Canada
 Commercial Financial Services
 100 King St W-8th Flr – Stelco Tower
 Hamilton, ON L8P 1A2

September 11, 2019

Private and Confidential

GATT LOGISTICS INC.
 11 Hainer Crt
 Amherstburg, Ontario
 N9V 4A2

ROYAL BANK OF CANADA (the "Bank") hereby confirms the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). This Agreement amends and restates without novation the existing agreement dated May 21, 2019 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

BORROWER: Gatt Logistics Inc. (the "Borrower")

CREDIT FACILITIES

The aggregate of Facility #2 and Facility #3 shall not exceed \$1,370,000.00 at any time.

Facility #1: \$500,000.00 revolving demand facility by way of:

a) RBP based loans ("RBP Loans")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.69%

AVAILABILITY

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

REPAYMENT

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

* Registered Trademark of Royal Bank of Canada

Galt Logistics Inc.

September 11, 2019

GENERAL ACCOUNT

The Borrower shall establish a current account with the Bank (the "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

Facility #2: \$1,370,000.00 revolving term facility available by way of a series of term loans, by way of:

- a) RBP Loans Interest rate (per annum) to be determined at the time of Borrowing
- b) Fixed Rate Term Loan ("FRT Loans") Fixed interest rate to be determined at time of Borrowing based on a term of 1 to 5 years

AVAILABILITY

The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time without notice.

The aggregate Borrowings outstanding under this facility plus the aggregate amount owing under Leases advanced under Facility #3 must not exceed \$1,370,000.00 at any time.

The maximum amount of any Borrowing shall be a percentage of the cost of the equipment being financed with such Borrowing (the "Loan to Value") and shall be determined in accordance with the table below based on the applicable equipment:

Age of Equipment	Loan to Value
New equipment	75%
Used equipment 1 to 3 years old	60%

REPAYMENT

Each Borrowing under this facility shall be repayable by consecutive monthly principal payments in the case of RBP Loans or blended payments of principal and interest in the case of FRT Loans, based on, in the case of RBP Loans, a maximum term of 1 year and in the case of FRT Loans, a maximum term of 5 years. The specific repayment terms for each new Borrowing will be agreed to between the Borrower and the Bank at the time of the Borrowing by way of a Borrowing Request substantially in the form of Schedule "E" provided to the Bank.

Type and age of equipment	Maximum Amortization
New equipment	60 months or useful life of asset
Used equipment 1 to 3 years old	36 months or useful life of asset

The Borrower, prior to any Borrowing by way of FRT Loans, will select the amount eligible for prepayment of each FRT Loan.

Gatt Logistics Inc.

September 11, 2019

Facility #3: \$1,370,000.00 revolving lease line of credit by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

AVAILABILITY

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

The aggregate amount owing under Leases advanced under this facility plus the aggregate Borrowings outstanding under Facility #2 must not exceed \$1,370,000.00 at any time.

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the "Other Facilities"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$100,000.00.

FEES

Monthly Fee:

Payable in arrears on the same day of each month.

Management Fee: \$200.00

Other Fees:

Renewal Fee:

If the Bank renews or extends any term facility or term loan beyond its Maturity Date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,950,000.00 signed by Carl Gatt;
- c) Postponement and assignment of claim on the Bank's form 918 signed by Carl Gatt.

FINANCIAL COVENANTS

In the event that the Borrower changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower will:

Gatt Logistics Inc.

September 11, 2019

- a) maintain, to be measured as at the end of each fiscal year;
 - i. Fixed Charge Coverage of not less than 1.2:1.

REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- b) annual aged list of accounts receivable and aged list of accounts payable for the Borrower, within 90 days of each fiscal year end;
- c) biennial personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2020;
- d) such other financial and operating statements and reports as and when the Bank may reasonably require.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- f) no Borrowing under Facility #2 will be made available unless the Bank has received a Borrowing Request from the Borrower substantially in the form of Schedule "E" together with
 - i) an invoice, bill of sale or cancelled cheque in respect of the equipment being financed with such Borrowing and ii) a first and specific security interest in the equipment being financed signed by the Borrower on the Bank's form 927;
- g) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for

Gatt Logistics Inc.

September 11, 2019

Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

GOVERNING LAW JURISDICTION

Province of Ontario

ACCEPTANCE

This Agreement is open for acceptance until October 11, 2019, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA

Per: 

Title: Vice President

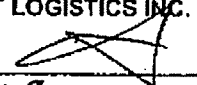
RBC Contact: CHRISTOPHER CINIELLO

/mh

Gatt Logistics Inc.

September 11, 2019

We acknowledge and accept the terms and conditions of this Agreement
on this 12 day of September, 2019.

GATT LOGISTICS INC.Per: Name: CARL GATTTitle: President

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Borrower

Attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Additional Borrowing Conditions
- Borrowing Request
- RBC Covarity Dashboard Terms and Conditions

TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("**Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

Where Borrowings are by way of FRT Loans, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage, as selected by the Borrower for each FRT Loan, of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Any prepayment of Borrowings by way of FRT Loans prior to the maturity date, in whole or in part (in excess of any prepayment explicitly permitted in this Agreement), requires an amendment of the terms of this Agreement. An amendment to permit such a prepayment requires the Bank's prior written consent. The Bank may provide its consent to an amendment to permit a prepayment upon satisfaction by the Borrower of any conditions the Bank may reasonably impose, including, without limitation, the Borrower's agreement to pay the Prepayment Fee as defined below.

The Prepayment Fee will be calculated by the Bank as the sum of:

- a) the greater of:

- (i) the amount equal to 3 months' interest payable on the amount of the FRT Loan Borrowings being prepaid, calculated at the interest rate applicable to the FRT Loan Borrowings on the date of prepayment; and
- (ii) the present value of the cash flow associated with the difference between the Bank's original cost of funds for the FRT Loan and the current cost of funds for a loan with a term substantially similar to the remaining term of the FRT Loan and an amortization period substantially similar to the remaining amortization period of the FRT Loan, each as determined by the Bank on the date of such prepayment;

plus:

- b) forgone margin over the remainder of the term of the FRT Loan. Foregone margin is defined as the present value of the difference between the Bank's original cost of funds for the FRT Loan and the interest that would have been charged to the Borrower over the remaining term of the FRT Loan;

plus:

- c) a processing fee.

The Prepayment Fee shall also be payable by the Borrower in the event that the Bank demands repayment of the outstanding principal of the FRT Loan on the occurrence of an Event of Default. The Borrower's obligation to pay the Prepayment Fee will be in addition to any other amounts then owing by the Borrower to the Bank, will form part of the loan amount and will be secured by the Security described herein.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;

- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default, ii) the Bank acting upon instructions given or

agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

NON-MERGER

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

JOINT AND SEVERAL

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that:

- a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- b) the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgement Currency**") any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower

under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

INCREASED COSTS

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

CONFIDENTIALITY

This Agreement and all of its terms are confidential ("Confidential Information"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

Schedule "A"

DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are **"Borrowings"**;

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"Capital Expenditures" means, for any fiscal period, any amounts accrued or paid in respect of any purchase or other acquisition for value of capital assets and, for greater certainty, excludes amounts expended in respect of the normal repair and maintenance of capital assets utilized in the ordinary course of business;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Corporate Distributions" means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

"EBITDA" means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

Schedule A

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Fixed Charge Coverage" means, for any fiscal period, the ratio of EBITDA plus payments under operating leases less cash income taxes and Unfunded Capital Expenditures to Fixed Charges;

"Fixed Charges" means, for any fiscal period, the total of Interest Expense, scheduled principal payments in respect of Funded Debt, payments under operating leases and Corporate Distributions;

"Funded Debt" means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Interest Expense" means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances;

"Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

"Maturity Date" means the date on which a facility is due and payable in full;

"Permitted Encumbrances" means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

"Postponed Debt" means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

Schedule A

"RBP" and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

"Unfunded Capital Expenditures" means Capital Expenditures not funded by either bank debt or equity proceeds.

Schedule "B"**CALCULATION AND PAYMENT OF INTEREST AND FEES****LIMIT ON INTEREST**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

OVERDUE PAYMENTS

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

EQUIVALENT YEARLY RATES

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

TIME AND PLACE OF PAYMENT

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

RBP LOANS

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

FRT LOANS

The Borrower shall pay interest on each loan in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.

Schedule "D"**ADDITIONAL BORROWING CONDITIONS****FRT Loans:**

Borrowings made by way of FRT Loans will be subject to the following terms and conditions:

- a) each FRT Loan shall have a minimum term of one year;
- b) the Borrower shall select an amount eligible for prepayment of 10% or 0% for each new FRT Loan prior to the advance of such FRT Loan;
- c) each FRT Loan shall be in an amount not less than \$10,000.00; and
- d) each FRT Loan shall have a term as outlined in the applicable repayment section of each corresponding credit facility, provided that the maturity date of any FRT Loan issued under any term facility shall not extend beyond the Maturity Date of the term facility.

Schedule "E"

BORROWING REQUEST

The Borrower hereby requests the following be established under Facility # _____:

Date of Borrowing				
Amount of Borrowing:	\$			
Amortization (in months):				
Selected Term: (Borrowing repayable in full on the last day of the Term)				
Payment Amount:	\$			
Payment Frequency:	weekly	☐	bi-weekly	☐
	semi-monthly	☐	monthly	☐
	quarterly	☐	semi-annual	☐ annual ☐
Selected Interest Rate (per annum):	%	☐	RBP +	% ☐
Selected Payment Type:	Blended (Principal and Interest) ☐		Principal plus Interest ☐	
	If variable interest rate selected with blended payments, the payment amount is subject to annual adjustment to ensure amortization			
First Payment Due Date:				
Amount Eligible for Prepayment of FRT Loan:	0%	☐	10%	☐

Dated this _____ day of _____, 20_____.

GATT LOGISTICS INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Borrower

SRF# 336724026

Schedule "H"

RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("**RBC Covarity Dashboard**") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "**Service**"), then the following terms and conditions (the "**RBC Covarity Dashboard Terms and Conditions**") apply and are deemed to be included in, and form part of, the Agreement.

1. Definitions. For the purpose of the RBC Covarity Dashboard Terms and Conditions:

"Disabling Code" means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

"Designated User" an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

"Electronic Channel" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

"Electronic Communication" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

"Electronically Submitted Certificates" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

"Electronically Uploaded Financial Information" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

"Internet" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

"Password" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

"Security Breach" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

"Security Device" means a combination of a User ID and Password.

"Software" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

"User ID" means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

"Virus" means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

2. Access to the Service. The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

3. Security Devices. The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

4. Security. Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

5. Unsecure Electronic Channels. The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

6. Notice of Security Breach. The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

7. Binding Effect. Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

8. Representations and Warranties. The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

9. Evidence. Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

10. Limitation of Liability. The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for

any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

11. Termination. The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

12. Amendment. The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.



Royal Bank of Canada Master Lease Agreement

(Common Law)

Lessee No.: 336724026

This Master Lease Agreement (the "Master Lease Agreement") made as of the 1st day of June 2019 between

ROYAL BANK OF CANADA ("Lessor")

and

GATT LOGISTICS INC. ("Lessee")

Address:
5576 North Service Rd,
Suite 300,
Burlington, Ontario
L7L 6M1

Address:
11 HAINER CRT
AMHERSTBURG, Ontario
N9V 4A2

Lessor and Lessee agree as follows:

1. Leasing of Equipment

1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to Lessee pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule"). Equipment which is acquired for leasing to Lessee and which is described in a Leasing Schedule is referred to in this Lease Agreement as the "Equipment".

1.2 Neither Lessor, nor Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor.

1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment. If Lessee has purchased the Equipment on behalf of Lessor, Lessee shall cause the purchase invoice to be addressed to Lessor. Payment will be made by Lessor to the seller directly.

1.4 Lessee shall conduct such acceptance testing of any Equipment as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to Lessor.

1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.

1.6 Each Leasing Schedule shall constitute a separate lease (each, a "Lease") of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.

1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

2. Payment of Equipment Cost

2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment as set out in the Leasing Schedule on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

3.1 Lessee shall pay to Lessor the rental payable, as set out in the relevant Leasing Schedule. The Total Monthly Rental Installment set out in each Leasing Schedule is referred to in

this Lease Agreement as an "Installment". The first Installment is payable on the Commencement Date of the Term and the last of such Installments is payable on the Termination Date of Term, all as set out in the relevant Leasing Schedule.

4. Rent Payment

4.1 Each Installment shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule. Lessor may require plates or markings to be affixed or placed at the sole cost of Lessee on each item of Equipment indicating Lessor as owner.

5.2 The Equipment shall be located and used at the address of Lessee or the location shown under the heading "Equipment Location" of the applicable Leasing Schedule, and shall not be removed from that location without the written consent of Lessor. In the event that the location of the Equipment is changed, Lessee will give to Lessor notice of the new location not later than five (5) days after the change.

6. Personal Property

6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.

6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.

6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, Lessee grants a security interest in any interest of Lessee in the Equipment to Lessor.

7. Licence

7.1 Lessee agrees that Lessor:

Rev 11/2018

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- (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
- (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
- (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Representations and Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.

9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
- (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
- (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of Lessor, and be free of all adverse claims.

10. Inspection

- 10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
- (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:

- i) Includes Lessor (as owner) as an additional named Insured, and
- ii) Includes a loss payable clause in favour of Lessor;
- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
- i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
- ii) Includes Lessor as an additional named insured, and
- iii) Includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

- 12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
- (a) gives Lessor notice of the adverse claim;
- (b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
- (c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

- 14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

- 15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all installments which were to be paid during the remainder of the Term, (B) any installments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods

and services or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

- 16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further installments shall be payable thereafter with respect to that Equipment.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and

- (b) intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

18.1 Any of the following is an "Event of Default":

- (a) Failure by Lessee to pay any installment or other amount pursuant to any Leasing Schedule.

- (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.

- (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.

- (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.

- (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.

- (f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.

- (g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.

- (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and in addition to any other rights or remedies

Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:

- (a) take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;
- (b) sell, lease, or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;

- (c) without terminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- (a) an amount calculated by discounting the aggregate amount of all installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of:

- i) five percent (5%);
- ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
- iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus:

- (b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus

- (c) the amount of any installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus

- (d) any cost of disposition of the Equipment; less:

- (e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof.

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon the Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor in curing any such default shall be payable by Lessee on demand.

23. Indemnification

- 23.1 Lessee shall indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which Lessor may be or become liable, resulting from:
- (a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
 - (b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
 - (c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment or the ownership thereof or other rights held therein by Lessor; or
 - (d) the failure of Lessee to comply with any of its obligations under this Lease Agreement or any Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents.

24. Assignment of Warranties

- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered, sent by facsimile or electronic mail or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery, facsimile or by electronic mail.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Third Parties

- 29.1 Lessee will not (i) cause or permit the Equipment to be used by, on behalf of or for the benefit of any person other than Lessee; or (ii) cause or permit any person other than Lessee to give notices or instructions in respect of the Equipment or direct the manner of exercise of the rights of Lessee pursuant to any Lease.
- 29.2 Lessee shall not part with possession of the Equipment.
- 29.3 Lessee will not assign any Lease or sub-lease any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-leasing of any Equipment shall relieve Lessee of its obligations hereunder.

30. Corporate Waiver

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

- 31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successors and assigns. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Records

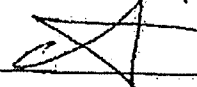
- 33.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.
- 34. Offset**
- 34.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.
- 35. Remedies Cumulative**
- 35.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.
- 36. Time**
- 36.1 Time is and shall be in all respects of the essence of any Lease.
- 37. Entire Transaction**
- 37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.
- 37.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.
- 38. No Merger in Judgment**
- 38.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.
- 39. Further Assurances/Copy of Agreement**
- 39.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.
- 39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.
- 40. Applicable Law**
- 40.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Ontario.
- 41. Currency**
- 41.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.
- 42. Language**
- 42.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.
Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.
- 43. General**
- 43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.
- 43.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.
- 44. Electronic Communications**
- 44.1 Lessor will be entitled to rely on any communication of agreement (including, without limitation, a signature affixed on behalf of Lessee) appearing on a facsimile transmission or on a document, agreement, instrument, notice or instructions (each, a "Document", and collectively, the "Documents") delivered by electronic mail that purports to be a communication of agreement by or on behalf of Lessee or of a representative of Lessee as being authorized, valid and binding on Lessee, even if the signature was not, in fact, signed by Lessee or its representative, or any other communication of agreement was not, in fact, made or given by Lessee or its representative. Lessee will keep the originals of all documents, agreements, instruments, notices and instructions transmitted to Lessor by facsimile or electronic mail, and will produce them to Lessor upon request. Lessor and Lessee agree that a copy of a document, agreement, instrument, notice or instructions transmitted by facsimile or electronic mail shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule. Lessee further agrees that Lessor may convert paper records of any Document (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Lessor's normal business practices. The parties agree that such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and shall be admissible as conclusive evidence of its content in the same manner as the original Paper Record.
- 45. Financial Information**
- 45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

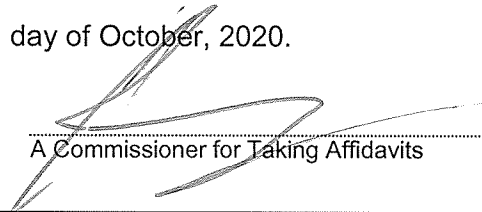
Royal Bank of Canada ("Lessor")-

per 
Eugene Basolini
Head, Equipment Finance Solution Centre

GATT LOGISTICS INC. ("Lessee")

per 
per _____

This is Exhibit "**H**" referred to
in the Affidavit of Peter Gordon
Sworn this 23rd
day of October, 2020.



.....
A Commissioner for Taking Affidavits



Royal Bank of Canada
General Security Agreement

SRF: 336724026
 Borrower: GATT LOGISTICS INC.

100 KING ST W-8TH FLR
 STELCO TOWER
 HAMILTON
 ONTARIO
 L8P 1A2
 CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all 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;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

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(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

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- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

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Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

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representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

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Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

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RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

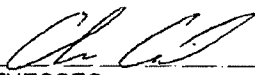
16. Debtor represents and warrants that the following information is accurate:

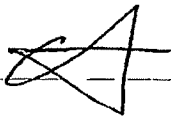
BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR GATT LOGISTICS INC.			
ADDRESS OF BUSINESS DEBTOR 11 HAINER CRT	CITY AMHERSTBURG	PROVINCE ONTARIO	POSTAL CODE N9V4A2

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 17 day May 2019

GATT LOGISTICS INC.


WITNESSES


Seal

WITNESSES

Seal

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RBC336724026009012000924

SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

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SCHEDULE "B"**1. Locations of Debtor's Business Operations**

11 HAINER CRT,
AMHERSTBURG
ONTARIO
CA
N9V4A2

2. Locations of Records relating to Collateral

11 HAINER CRT,
AMHERSTBURG
ONTARIO
CA
N9V4A2

3. Locations of Collateral

11 HAINER CRT,
AMHERSTBURG
ONTARIO
CA
N9V4A2

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SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

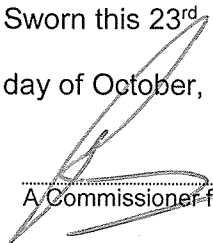
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RBC336724026012012000924

This is Exhibit "I" referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



A Commissioner for Taking Affidavits



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 336724026
 Borrower: GATT LOGISTICS INC.

100 KING ST W-8TH FLR
 STELCO TOWER
 HAMILTON
 ONTARIO
 L8P 1A2
 CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **GATT LOGISTICS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,950,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ONTARIO ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, 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 defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A. except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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RBC336724026003004000812

EXECUTED this 05 17 2019
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature: *Chris Cinello*

Name:

[Signature]
CARL GATT

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

CARL GATT
11 HAINER COURT
AMHERSTBURG
ONTARIO
N9V4A2
CA

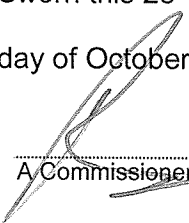
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This is Exhibit "J" referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



A Commissioner for Taking Affidavits

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4620)

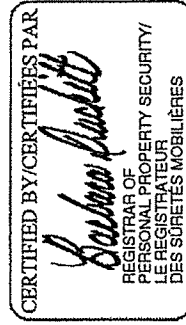
THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

ENQUIRY NUMBER 20201014121453.00 CONTAINS 75 PAGE(S), 17 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.

CYBERBAHN, A THOMSON REUTERS BUSINESS
333 BAY STREET, STE. 400
TORONTO ON M5H 2R2



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4621)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR BLEN

FILE NUMBER
762728175

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 002 20200616 1001 1462 6980 P PPSA 1

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01
02
03
04
05
06
07
08
09

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
GATT LOGISTICS INC.		GATT LOGISTICS INC.		
11 HAINER COURT		11 HAINER COURT		AMHERTSBURG
AMHERTSBURG		AMHERTSBURG		ON N9V4A2

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
BARTIA TRANSPORT INC.		BARTIA TRANSPORT INC.		
11 HAINER COURT		11 HAINER COURT		AMHERTSBURG
AMHERTSBURG		AMHERTSBURG		ON N9V4A2

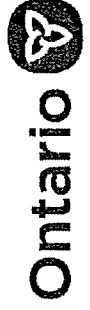
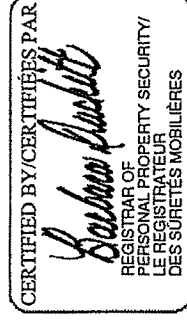
SECURED PARTY / BLEN CLAIMANT	ADDRESS	TRANSIT TRAILER LEASING LIMITED	R.R. #3, 22217 BLOOMFIELD RD	CHATHAM	ON	N7M5J3
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COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OF MATURITY DATE
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VEHICLE			
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COLLATERAL	1RNF50A62KR045483		
DESCRIPTION			
REGISTERING	TRANSIT TRAILER LEASING LIMITED		
AGENT	R.R. #3, 22217 BLOOMFIELD RD	CHATHAM	ON N7M5J3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 3



REPORT : PSSR060
PAGE : 3
(4622)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
762728175

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 002 20200616 1001 1462 6980 P PPSA 1

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DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
DATE OF BIRTH
BUSINESS NAME
ADDRESS
SECURED PARTY / LIEN CLAIMANT
ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
YEAR MAKE
MODEL
V.I.N.

INITIAL SURNAME
BLB TRANSPORT GROUP
11 HAINER COURT
AMHERTSBURG
ONTARIO CORPORATION NO. N9V4A2

TRANSIT TRAILER LEASING LIMITED

R.R. #3, 22217 BLOOMFIELD RD

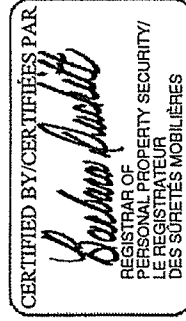
CHATHAM

ON N7M5J3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...

4



REPORT : PSSR060
PAGE : 5
(4624)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR UEN

FILE NUMBER
761379545

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED REGISTRATION
FILING 002 5 20200520 0952 5064 3296 UNDER PERIOD

00 DEBTOR NAME BUSINESS NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

01 DEBTOR NAME BUSINESS NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

02 DEBTOR NAME BUSINESS NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

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15 DEBTOR NAME BUSINESS NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

16 DEBTOR NAME BUSINESS NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

17 DEBTOR NAME BUSINESS NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

CERTIFIED BY/CERTIFIÉES PAR
Barbara Puchette
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(4625)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GALT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761979546

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 5 20200520 0952 5064 3296

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BUSINESS NAME ADDRESS

04 BUSINESS NAME ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME ADDRESS

07 BUSINESS NAME ADDRESS

08 SECURED PARTY /

09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF MATURITY OR MATURITY DATE
NO. FIXED

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

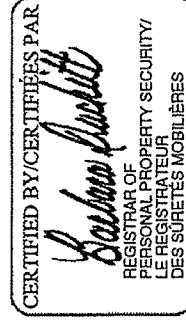
13 GENERAL RELATING THERETO. PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND
14 COLLATERAL AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR
15 DESCRIPTION INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE

16 REGISTERING

17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(4626)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761979546

00

CAUTION PAGE TOTAL
PENDING NO. OF PAGES
004 5

MOTOR VEHICLE REGISTRATION NUMBER
SCHEDULE 20200520 0952 5064 3296
REGISTERED UNDER PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

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SURNAME

ONTARIO CORPORATION NO.

02

DEBTOR NAME

BUSINESS NAME

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

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DEBTOR NAME

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DATE OF BIRTH

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ONTARIO CORPORATION NO.

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ONTARIO CORPORATION NO.

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ONTARIO CORPORATION NO.

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ONTARIO CORPORATION NO.

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ONTARIO CORPORATION NO.

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DEBTOR NAME

BUSINESS NAME

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DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

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CERTIFIED BY / CERTIFIÉES PAR
Sabrina Paré
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crt) 06/2019



CONTINUED...

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

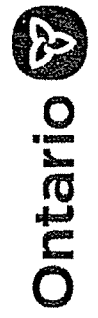
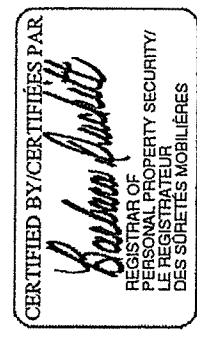
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

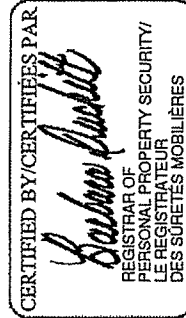
FORM 1C FINANCING STATEMENT / CLAIM FOR GIER

00	FILE NUMBER	761979546
01	CAPTION	005
02	DEBTOR NAME	DATE OF BIRTH
03	BUSINESS NAME	BUSINESS NAME
04	ADDRESS	ADDRESS
05	DEBTOR NAME	DATE OF BIRTH
06	BUSINESS NAME	BUSINESS NAME
07	ADDRESS	ADDRESS
08	SECURED PARTY /	
09	THEN CLAIMANT	ADDRESS
10	COLLATERAL CLASSIFICATION	CONSUMER
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
	MOTOR VEHICLE	AMOUNT
	DATE OF	NATURED OR MATURITY DATE
11	YEAR	MAKE
12	MODEL	VEHICLE
13	GENERAL	CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES,
14	COLLATERAL	MONEY AND INVESTMENT PROPERTIES.
15	DESCRIPTION	
16	REGISTERING	
17	AGENT	ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...





(e/f/fu 06/2019)

REPORT : PSSR060
PAGE : 9
(4628)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR GLEN

FILE NUMBER
761355396

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CAPTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE 20200401 1651 8077 7121 P PPSA 8
005

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DEBTOR NAME GATT LOGISTICS INC.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
ADDRESS 11 HAINER CRT AMHERSTBURG ON N9V4A2
ONTARIO CORPORATION NO.

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DEBTOR NAME
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS
ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1
ONTARIO CORPORATION NO.

08
09
SECURED PARTY /
ALIEN CLAIMANT
ADDRESS
300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

10
COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
MOTOR VEHICLE AMOUNT NO. FIXED

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YEAR MAKE MODEL
2021 REITNOUER MAXIMISER
2021 REITNOUER MAXIMISER
VIN 1RNF53A21MR052488
1RNF53A23MR052489

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15
GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #
COLLATERAL 201000053217 EQUIPMENT DESCRIPTION 2 NEW 2021 021 REITNOUER MAXIMISER
DESCRIPTION W/ GLIDER TARP SYSTEM S/N RNF53A23MR052489 / 1RNF53A21MR052488

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REGISTERING AGENT
ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5
REGISTRY = RECOVERY INC.

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 10

REPORT : PSSR060
PAGE : 10
(4629)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 16 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761355396

00 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 005 20200401 1651 8077 7721

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 ADDRESS

ONTARIO CORPORATION NO.

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME

06 ADDRESS

ONTARIO CORPORATION NO.

07 SECURED PARTY / DEBTOR CLAIMANT ADDRESS

08 COLLATERAL CLASSIFICATION

09 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL

11 MOTOR VEHICLE

12 GENERAL COLLATERAL DESCRIPTION

13 TOGETHER WITH ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

14 REGISTERING AGENT ADDRESS

15 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

16 CONTINUED...

11

CERTIFIED BY / CERTIFIÉ PAR
Barbara L. Smith
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SOCIÉTÉS MOBILIÈRES
(eff. 08/2019)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761355396

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
20200401 1651 8077 1721

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS INITIAL SURNAME
04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS INITIAL SURNAME
07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 THEN GRANTEE ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO-FIXED
CONSUMER INCLUDED MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER

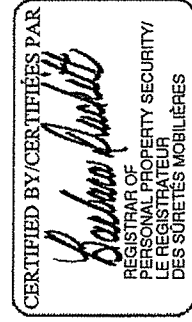
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
14 COLLATERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
15 DESCRIPTION RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

12 CONTINUED...



REPORT : PSSR060
PAGE : 12
(4631)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATF LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761355396

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CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER PERIOD
KILLING 04 005 20200401 1651 8077 7/21

DEBTOR NAME BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
DATE OF BIRTH BUSINESS NAME ADDRESS

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DATE OF BIRTH BUSINESS NAME ADDRESS

DEBTOR NAME BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
DATE OF BIRTH BUSINESS NAME ADDRESS

CERTIFIED BY/CERTIFIÉES PAR
Barbara Lachet
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(e/f/tu 08/2019)

13

CONTINUED...

COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

REPORT : PSSR060
PAGE : 13
(4632)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761355396

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
05 005 20200401 1651 8077 7721

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 VEHICLE

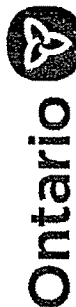
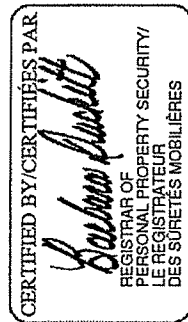
13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

14 CONTINUED...



REPORT : PSSR060
 PAGE : 14
 (4633)

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 288
 RUN DATE : 2020/10/14
 ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : GATT LOGISTICS INC.
 FILE CURRENCY : 13OCT 2020

FORM 10 - FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 761282658

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING 01 005 20200327 1427 8077 7575 P PPSA 8

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 01
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DEBTOR NAME
 DATE OF BIRTH
 BUSINESS NAME
 ADDRESS
 DATE OF BIRTH
 BUSINESS NAME
 ADDRESS
 SECURED PARTY
 LIEN CHAINANT
 COLLATERAL CLASSIFICATION
 CONSUMER
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
 MOTOR VEHICLE AMOUNT
 DATE OF MATURITY OR MATURITY DATE
 NO. FINED
 X

FIRST GIVEN NAME
 INITIAL
 SURNAM
 GATT LOGISTICS INC.
 11 HAINER CRT
 AMHERSTBURG
 ONTARIO CORPORATION NO.
 ON N5V 4A2

FIRST GIVEN NAME
 INITIAL
 SURNAM
 ROYAL BANK OF CANADA
 300-5575 NORTH SERVICE RD
 BURLINGTON
 ON L7L 6M1

YEAR MAKE
 2021 REITNOUER
 2021 REITNOUER
 EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #
 20100053217 EQUIPMENT DESCRIPTION 2021 REITNOUER MAXMISER W/ GLIDER
 TARP SYSTEM S/N 1RNF53A23MR052489 / 1RNF53A21MR052488 TOGETHER WITH

REGISTRATION
 AGENT
 REGISTRY = RECOVERY INC.
 1551 THE QUEENSWAY
 TORONTO
 ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 15

REPORT : PSSR060
PAGE : 15
(4634)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

NAME OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761282658

01 CREDITORS PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 005 20200327 1427 8077 7575

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / FIRST GIVEN NAME INITIAL SURNAME
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
CONSUMER INCLUDED MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER

11 MOTOR YEAR MAKE MODEL V.I.N.

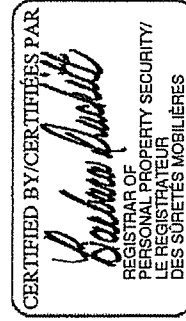
12 VEHICLE

13 GENERAL ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
15 DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

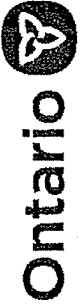
16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 16



160



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GANT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR HIRE

00 FILE NUMBER
761282658

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20200327 1427 8077 75/5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME
04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LENDER CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
MATURETY OR MATURITY DATE

11 MOTOR YEAR MAKE MOBILE VEHIN

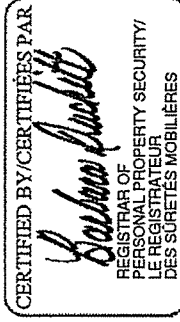
12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
14 COLLATERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
15 DESCRIPTION RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...



REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(c)11u 06/2019)



REPORT : PSSR060
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

NAME OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761282650

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING 04 005 20200327 1427 8077 7575 UNDER PERIOD

01
02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS
05 DATE OF BIRTH
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS
10 COMMERCIAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
YEAR MAKE MODEL V-T-N

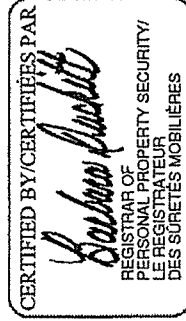
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ONTARIO CORPORATION NO.

INITIAL SURNAME

ONTARIO CORPORATION NO.

11 MOTOR VEHICLE
12 GENERAL COLLATERAL DESCRIPTION
13 COLLATERAL DESCRIPTION
14 PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
15 REGISTERING AGENT
16 ADDRESS
17 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761282658

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
FILING 05 005 20200327 1427 8077 75/5

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS
05 DATE OF BIRTH
06 FIRST GIVEN NAME
07 INITIAL
08 SURNAME
09 ONTARIO CORPORATION NO.

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 DATE OF BIRTH
09 FIRST GIVEN NAME
10 INITIAL
11 SURNAME
12 ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LENDER CHAIRMAN
10 ADDRESS

11 COLLATERAL CLASSIFICATION
12 CONSUMER
13 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF MATURITY OR MATURITY DATE
14 NO. FIXED

11 YEAR MAKE
12 MODEL
13 V.I.N.

13 COLLATERAL OR PROCEEDS OF THE COLLATERAL.

14 GENERAL
15 COLLATERAL
16 DESCRIPTION

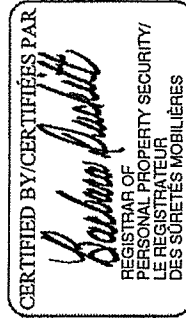
16 REGISTERING
17 AGENT
18 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

19 CONTINUED...

CERTIFIED BY / CERTIFIÉES PAR
Sarahna Paré
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c/jlu 06/2019)





REPORT : PSSR060
PAGE : 19
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMMENCED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR FIRM

00 FILE NUMBER
757784457

01 CAPTION : PAGE : TOTAL : MOTOR VEHICLE : REGISTRATION : REGISTERED : REGISTRATION :
FILING : NO. OF : PAGES : SCHEDULE : NUMBER : UNDER : PERIOD :
01 006 20191120 1434 8077 1172 P PPSA 5

02 DEBTOR : DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
03 NAME : BUSINESS NAME : GATT LOGISTICS INC.
04 ADDRESS : 11 HAINER CRT : AMHERSTBURG : ON : N9V4A2

05 DEBTOR : DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
06 NAME : BUSINESS NAME :
07 ADDRESS :
08 SECURED PARTY : ROYAL BANK OF CANADA : ON : L7L 6M1
09 LIEN CLAIMANT : 300-5575 NORTH SERVICE RD : BURLINGTON : ON : L7L 6M1

10 COLLATERAL CLASSIFICATION :
CONSUMER : MOTOR VEHICLE : AMOUNT : DATE OF : NO. FILED :
GOODS : INVENTORY EQUIPMENT : ACCOUNTS OTHER : INCLUDED : MAINTENANCE : OR : MAINTENANCE : DATE :

11 YEAR : MAKE : MODEL : VIN :
2020 REITNOUER : 50' BIGGER BUBBA : 1RNF50A64LR048709
12 VEHICLE : 2020 REITNOUER : SIX AXLE BIGGER BUB : 1RNF50A60LR048710

13 GENERAL : EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 2017..
14 COLLATERAL : EQUIPMENT DESCRIPTION 2020 REITNOUER 50' BIGGER BUBBA TRAILER W/
15 DESCRIPTION : GLIDER TARP SYSTEM (VIN # 1RNF50A64LR048709) AND 2020 REITNOUER SIX

16 REGISTERING : REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY : TORONTO : ON : M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED... 20

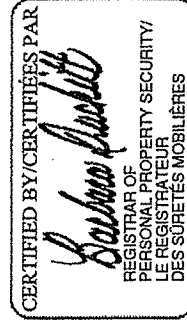
PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

NAME OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : GALT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

00	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN	FILE NUMBER 757784457
01	CAUTION FILING	PAGE NO. OF PAGES 02 006
02	DEBTOR NAME	DATE OF BIRTH
03	BUSINESS NAME	FIRST GIVEN NAME
04	ADDRESS	INITIAL SURNAME
05	DEBTOR NAME	DATE OF BIRTH
06	BUSINESS NAME	FIRST GIVEN NAME
07	ADDRESS	INITIAL SURNAME
08	SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH
09	ADDRESS	INITIAL SURNAME
10	CONFIRMATION CLASSIFICATION CONSUMER	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
11	MOTOR VEHICLE	YEAR MAKE
12	VEHICLE	MODEL
13	GENERAL COLLATERAL DESCRIPTION	AXLE BIGGER BUBEA TRAILER W/ GLIDER TARP SYSTEM (VIN # 1RNF50A60L0R048710) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS
16	REGISTERING AGENT	ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GANT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR USEN

00 FILE NUMBER
757784457

01 CAUTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
03 006 20191120 1434 8077 11/2

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME
04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / ALIEN CREANT
09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL THERE TO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
14 COLLATERAL FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
15 DESCRIPTION LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,

16 REGISTERING AGENT ADDRESS

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY / CERTIFIÉES PAR
Sabrina Paré
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crtfu 06/2019)

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

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PAGE : 22
(4641)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
757784457

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULES NUMBER UNDER PERIOD
20191120 1434 8077 1172

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ADDRESS

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ADDRESS

07 ADDRESS

08 SECURED PARTY / WHEN CHARGANT ADDRESS

09 ADDRESS

COLLATERAL CLASSIFICATION CONSUMER

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF MATURITY OR MATURITY DATE
NO. FIXED

11 YEAR MAKE MODEL VIN

12 MOTOR VEHICLE

13 GENERAL GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
14 COLLATERAL LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
15 DESCRIPTION DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

16 REGISTERING

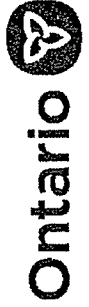
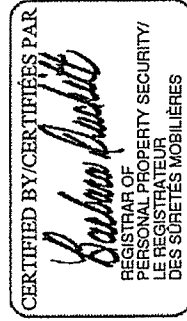
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED...

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167



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
757764457

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
05 006 20191120 1434 8077 1172

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DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

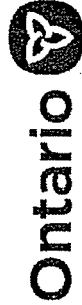
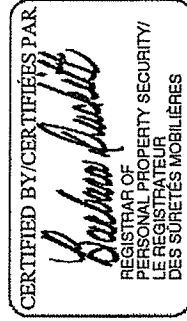
DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

SECURED PARTY /
LIEN CREANT
COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCURRED DATE OF MATURITY OR MATURITY DATE
NO. FIXED

YEAR MAKE
MODEL
VEHICLE

GENERAL COLLATERAL DESCRIPTION
ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

REGISTERING AGENT
ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED...



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(4643)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GANT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT CLAIM FOR LEND

FILE NUMBER
757704457

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
06 006 20191120 1434 8077 1172

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DEBTOR NAME
BUSINESS NAME
ADDRESS

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL SURNAME

DATE OF BIRTH
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DATE OF BIRTH
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INITIAL SURNAME

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL SURNAME

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR EXPIRY DATE

YEAR MAKE
MODEL
VERSION

YEAR MAKE
MODEL
VERSION

YEAR MAKE
MODEL
VERSION

YEAR MAKE
MODEL
VERSION

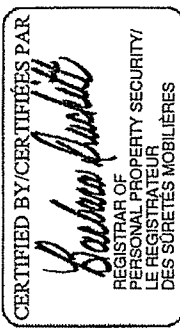
YEAR MAKE
MODEL
VERSION

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT
ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED...



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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
755603127

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 006 X 20190918 1635 8077 7745 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME GATT LOGISTICS INC.
04 ADDRESS 11 HAINER CRT AMHERSTBURG ONTARIO CORPORATION NO: N9V4A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO:

08 SECURED PARTY / ROYAL BANK OF CANADA
09 LIEN CLAIMANT ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X

11 YEAR MAKE MODEL
2020 EAST MMX 1E1H5Z685LR071235
12 VEHICLE 2020 EAST MMX 1E1H5Z687LR071236

13 GENERAL (5)2020 EAST 50' 6 AXLE MMX PLATFORM C/W GLIDER TARP AND LUBE
14 COLLATERAL CORE SYSTEM, S/NO 1E1H5Z685LR071235 / 1E1H5Z687LR071236 /
15 DESCRIPTION 1E1H5Z689LR071237 / 1E1H5Z680LR071238 / 1E1H5Z682LR071239 TOGETHER

16 REGISTERING REGISTRY = RECOVERY INC.

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
Sabina Lucette
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c) 19 06/2019

REPORT : PSSR060
PAGE : 26
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GATT LOGISTICS INC.
TIME CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR UEN

00 FILE NUMBER
755603127

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 006 20190918 1635 8077 7745

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.

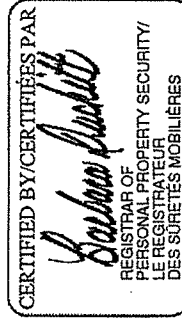
08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COFINANCIAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL VIN
2020 EAST 1E1H5Z66891R071237
12 VEHICLE 2020 EAST MMX 1E1H5Z6801R071238

13 GENERAL WITH ALL ATTACHMENTS, ACCESSORIES, ACCESIONS, REPLACEMENTS,
14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
15 DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

16 REGISTERING
17 AGENT ADDRESS



REPORT : PSSR060
PAGE : 27
(4646)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GALT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT CLAIM FOR LIEN

00
CLERK NUMBER
755603127

01
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 006 20190918 1635 8077 7/45

02
03
04
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS
ONTARIO CORPORATION NO.

05
06
07
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS
ONTARIO CORPORATION NO.

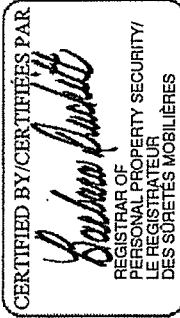
08
09
SECURED PARTY /
LIEN CLAIMANT
ADDRESS

10
COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
AMOUNT

11
12
MOTOR YEAR MAKE
VEHICLE 2020 EAST
MODEL
VIN
LEH526682LR071239

13
14
15
GENERAL COLLATERAL
DESCRIPTION
COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

16
17
REGISTERING AGENT
ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GALT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT CLAIM FOR DEBT

00 FILE NUMBER
755603127

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 006 20190918 1635 8077 7745

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME

04 ADDRESS
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME

07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIVEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR-VEHICLE AMOUNT DATE OF NO-FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

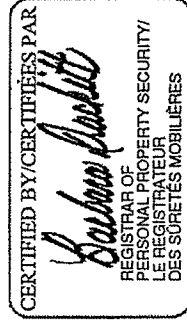
11 YEAR MAKE MODEL
12 MOTOR VEHICLE

13 GENERAL COLLATERAL COLLATERAL CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
14 DESCRIPTION TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
15 PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED...



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(4648)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 10. FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
755603127

CAUTION PAGE NO. OF TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
05 006 20190918 1635 8077 7745

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DATE OF BIRTH

BUSINESS NAME

ADDRESS

DATE OF BIRTH

BUSINESS NAME

ADDRESS

SECURED PARTY

THEN CLAIMANT

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

DATE OF Maturity OR MATURITY DATE

YEAR MAKE

MODEL

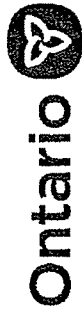
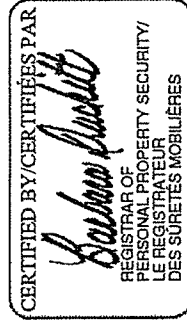
GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...



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(4649)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
755603127

PAGE NO. OF PAGES
06 006

REGISTRATION
NUMBER
20190918 1635 8077 7745

YEAR MAKE

MODEL

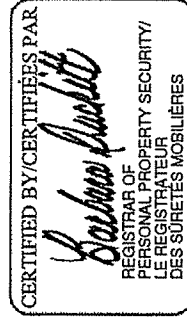
VEHICLE

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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

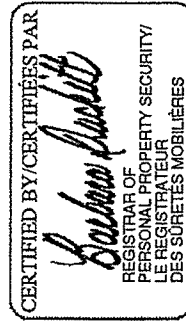
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175





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PAGE : 31
(4650)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR RETURN

00 FILE NUMBER
751951008

01 CAPTION PAGE NO. OF PAGES TOTAL REGISTRATION NUMBER REGISTERED REGISTRATION PERIOD
01 005 20190604 1659 8077 2270 P PPSA 5

02 DEBTOR NAME
03 BUSINESS NAME GATT LOGISTICS INC.
04 ADDRESS 11 HAINER CRT AMHERSTBURG ONTARIO CORPORATION NO. N9V4A2

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 THEN CLAIMANT ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MAJORITY OR MAJORITY DATE

11 MOTOR YEAR MAKE
2020 RETINQUER
12 VEHICLE MODEL 53 FT MAXIMIZER VIN# 53A23LR048442

13 GENERAL 2020 RETINQUER 53 FT MAXIMIZER C/W GLIDER TARP SYSTEM TOGETHER
14 COLLATERAL WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
15 DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

16 REGISTERING AGENT
17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

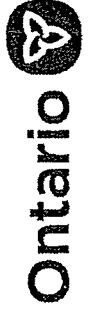
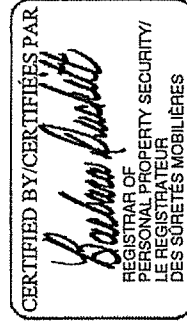
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED... 32

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PAGE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

00	FILE NUMBER	751951008
01	CAUTION FILING	20190604 1659 8077 2270
02	DEBTOR NAME	
03	BUSINESS NAME	
04	ADDRESS	
05	DATE OF BIRTH	
06	BUSINESS NAME	
07	ADDRESS	
08	SECURED PARTY / ALIEN CLAIMANT	
09	ADDRESS	
10	COLLATERAL CLASSIFICATION	
11	MOTOR	
12	VEHICLE	
13	GENERAL	
14	COLLATERAL DESCRIPTION	
15	CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS	
16	REGISTERING AGENT	
17	ADDRESS	



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

NAME OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LHM

00 FILE NUMBER
751951008

01 CANTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20190604 1659 8077 2270

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 LHM CLAIMANT ADDRESS

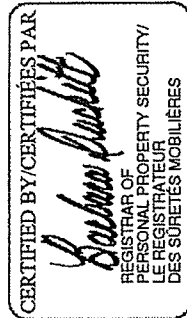
10 COMMERCIAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MAJORITY OR MINORITY DATE NO. FIXED

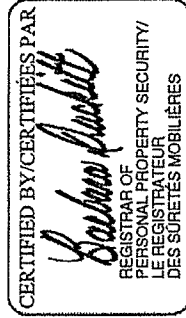
11 MOTOR YEAR MAKE
12 VEHICLE MODEL

13 GENERAL RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
14 COLLATERAL COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
15 DESCRIPTION TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

16 REGISTERING ADDRESS
17 AGENT ADDRESS
*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. ***

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PAGE : 34
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751951008

01 CAUTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 005 20190604 1659 8077 22/0

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / ALIEN CLAIMANT ADDRESS

09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FILED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MAJORITY OR MAJORITY DATE

11 YEAR MAKE MODEL VEHICLE

12 GENERAL COLLATERAL DESCRIPTION

13 PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
14 COLLATERAL OR PROCEEDS OF THE COLLATERAL
15

16 REGISTERING AGENT ADDRESS

17

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(4654)

TYPE OF SEARCH	:	BUSINESS DEBTOR
SEARCH CONDUCTED ON	:	GATT LOGISTICS INC.
FILE CURRENCY	:	13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR WHEN

00
FILE NUMBER
751951008

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE		REGISTRATION		REGISTRATION	
			SCHEDULE	NUMBER	UNDER	PERIOD		
	05	005		20190604	1659 8077	2270		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02					
03					

CERTIFIED BY/CERTIFIÉES PAR
Sabrina Lucette
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

180



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	GATT LOGISTICS INC.
DATE CURRENCY	13OCT 2020

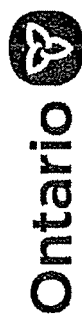
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751824072

CAPTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
01	005			20190531 1434 8077 2134	P	PPSA 5

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03	NAME	BUSINESS NAME	GAUT LOGISTICS INC.		
04	ADDRESS	11 HAINER CRT		AMHERSTBURG	
		ONTARIO CORPORATION NO. N9V4A2			

CERTIFIED BY/CERTIFIÉES PAR
Barbara Lucette
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 37
(4656)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GAYT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751824072

00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 005 20190531 1434 8077 2134

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR BUSINESS NAME INITIAL SURNAME
03 NAME ADDRESS

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR BUSINESS NAME INITIAL SURNAME
06 NAME ADDRESS

07 SECURED PARTY / FIRST GIVEN NAME INITIAL SURNAME
08 LIEN CLAIMANT ADDRESS

09 COLLATERAL CLASSIFICATION AMOUNT DATE OF NO. FIXED
10 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR REDUCTION DATE

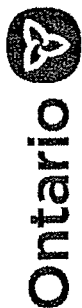
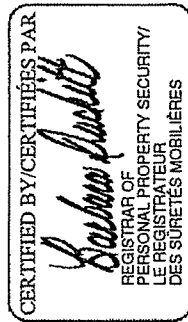
11 MOTOR YEAR MAKE MODEL TYPE
12 VEHICLE

13 GENERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
14 COLLATERAL ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM
15 DESCRIPTION DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

16 REGISTERING ADDRESS
17 AGENT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 38
(4657)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR ITEM

00 FILE NUMBER
751824072

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20190531 1434 8077 2134

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME
04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LITEN GUARANTY ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MAJORITY OR MAJORITY DATE

11 YEAR MAKE MODEL V.I.N.

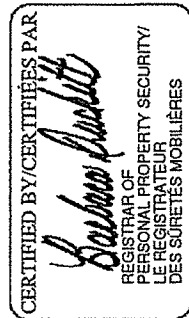
12 MOTOR VEHICLE

13 OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS
14 IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR
15 OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

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RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 39
(4658)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONNECTED ON	GATT LOGISTICS INC.
FILE CURRENCY	13OCT 2020

FORM IC FINANCING STATEMENT / CLATA FOR LIEN

FILE NUMBER
751824072

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
04	005			20190531 1434 8077	2134	

	DATE OF BIRTH
	FIRST GIVEN NAME
	INITIAL
	SURNAME

CIVIL SERVICE CORPORATION NO.

[illegible]

ONTARIO CORPORATION NO.

SECURED PARTY /
TYPING APPROPRIATE

COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED				

MOTOR	YEAR	WAKE	MODEL	VEINING
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63	2000	100	100	100
64	2000	100	100	100
65	2000	100	100	100
66	2000	100	100	100
67	2000	100	100	100
68	2000	100	100	100
69	2000	100	100	100
70	2000	100	100	100
71	2000	100	100	100
72	2000	100	100	100
73	2000	100	100	100
74	2000	100	100	100
75	2000	100	100	100
76	2000	100	100	100
77	2000	100	100	100
78	2000	100	100	

13	GENERAL.	PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND
14	COLLATERAL	RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR
15	DESCRIPTION	COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

REGISTERING AGENT

FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.

CONTINUED . . . 40

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckle
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 40
(4659)

TYPE OF SEARCH	= BUSINESS DEBTOR
SEARCH CONDUCTED ON	= GATT LOGISTICS INC.
FILE CURRENCY	= 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
751824072

CAPTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	05	005		20190531	1434	8077 2134

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	OWEN LTD CORPORATION NO
03	NAME	BUSINESS NAME				

05	DEPTOR	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	CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
		INCLUDED		MATURITY	OR MATURITY DATE
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER			

11 MOTOR
YEAR MAKE MODEL VIN

13 GENERAL COLLATERAL.

16 REGISTERING
17 AGENT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckle
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(cri1tu 06/2019)

185



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 41
(4660)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE 01 OF 001
MOTOR VEHICLE REGISTRATION SCHEDULE 20190605 1431 8077 2392 P PSSA
FILE NUMBER 751824072
PAGE AMENDED NO SPECIFIC PAGE AMENDED
FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME GATT LOGISTICS INC.

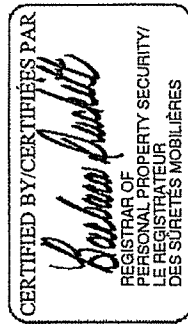
OTHER CHANGE
REASON/ DESCRIPTION
DEBTOR/ TRANSFEREE
DATE OF BIRTH
BUSINESS NAME
ADDRESS
INITIAL SURNAME
RENEWAL YEARS 5
CORRECT PERIOD

ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
DATE OF MATURITY OF MATURITY DATE
NO. FIXED

YEAR MAKE
MOTOR VEHICLE GENERAL
COLLATERAL DESCRIPTION
REGISTERING AGENT OR
SECURED PARTY/LIEN CLAIMANT
ADDRESS
MODEL
V-I-N
TORONTO
ON M8Z 1T5

REGISTRY = RECOVERY INC.
1551 THE QUEENSWAY
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED ... 42



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
751824081

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 005 20190531 1434 8077 2135 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME GATT LOGISTICS INC.
04 ADDRESS 11 HAINER CRT AMHERSTBURG ONTARIO CORPORATION NO. N9V4A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA
09 THEN CLAIMANT ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCESSORIES OTHER INCLUDED MATURITY OR MATURITY DATE
YEAR MAKE 2019 MAC
MODEL 5MCPA4823XA047764

11 MOTOR 2019 MAC
12 VEHICLE

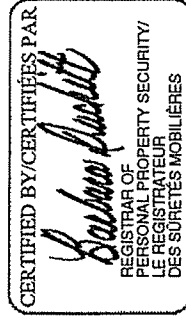
13 GENERAL 2019 MAC 48' X 102' ALUMINUM FLATBED TRAILER S/N
14 COLLATERAL 5MCPA4823XA047764 W/ GLIDER TARP (S/N GTS03191075TL) TOGETHER WITH
15 DESCRIPTION ALL ATTACHMENTS, ACCESSORIES, ACCESSORIES, REPLACEMENTS,

16 REGISTERING REGISTRY = RECOVERY INC.

17 AGENT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ... 43



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751824081

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER UNDER REGISTRATION PERIOD
02 005 20190531 1434 8077 2135

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS
05 DATE OF BIRTH
06 FIRST GIVEN NAME
07 SURNAMP
08 ONTARIO CORPORATION NO.

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 DATE OF BIRTH
09 FIRST GIVEN NAME
10 SURNAMP
11 ONTARIO CORPORATION NO.

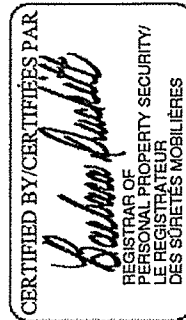
08 SECURED PARTY /
09 GLEN CLAIMANT
10 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
NO-FIXED

11 YEAR MAKE
12 MODEL
13 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
17 IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
18 COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

16 REGISTERING
17 AGENT
18 ADDRESS
19 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
20 CONTINUED...



REPORT : PSSR060
PAGE : 44
(4663)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

NAME OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751624081

00 CAUTION PAGE NO. OF PAGES 03 005
01 MOTOR VEHICLE REGISTRATION NUMBER 20190531 1434 8077 2135
REGISTERED UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
04

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
07

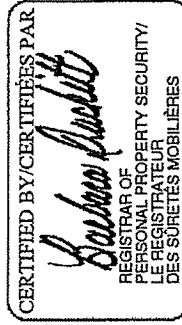
08 SECURED PARTY / LIEN CLAIMANT
09

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
NO. FIXED

11 MOTOR YEAR MAKE MODEL
12 VEHICLE

13 GENERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
14 COLLATERAL RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
15 DESCRIPTION COLLATERAL, CHATEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

16 REGISTERING
17 AGENT ADDRESS



45 CONTINUED...

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

ENQUIRY SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GANT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751824081

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 005 20190531 1434 8077 2135

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME ADDRESS

04 BUSINESS NAME ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME ADDRESS

07 BUSINESS NAME ADDRESS

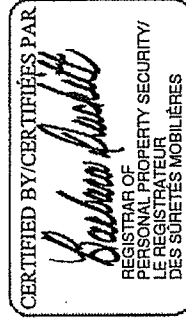
08 SECURED PARTY / FIRST GIVEN NAME INITIAL SURNAME
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FILED
CONSUMER INCLUDED MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER

11 YEAR MAKE MODEL
12 MOTOR VEHICLE

13 GENERAL TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
14 COLLATERAL PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
15 DESCRIPTION COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING ADDRESS
17 AGENT ADDRESS



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	751824081
01	CAUTION PAGE NO. OF PAGES	05 005
02	DATE OF BIRTH	
03	BUSINESS NAME	
04	ADDRESS	
05	DATE OF BIRTH	
06	BUSINESS NAME	
07	ADDRESS	
08	SECURED PARTY / LIEN CREATOR	
09	ADDRESS	
10	COGNATE CLASSIFICATION	
11	YEAR MAKE	
12	MODEL	
13	GENERAL COLLATERAL DESCRIPTION	
14	REGISTERING AGENT	
15	ADDRESS	
16	DATE OF BIRTH	
17	BUSINESS NAME	

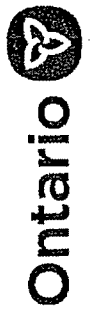
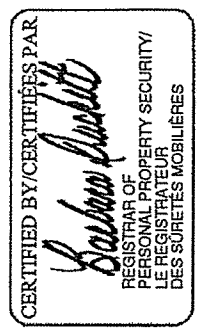
CAUTION PAGE NO. OF PAGES 05 005
MOTOR VEHICLE REGISTRATION NUMBER 20190531 1434 8077 2135
REGISTERED UNDER PERIOD

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity or Maturity Date

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 47
(4666)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	GATT LOGISTICS INC.
FILE CURRENCY	13OCT 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LTEN

00
FILE NUMBER
751317498

CATION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20190516 1938 1531 8712	P	PPSA 5

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03	NAME	BUSINESS NAME	GATT LOGISTICS INC.		
04		ADDRESS	11 HAINER CRT		AMHERSTBURG
					ONTARIO CORPORATION NO
					ON N9V 4A2

05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME <td>BUSINESS NAME <td>ADDRESS <td colspan="2">ONTARIO CORPORATION NO.</td> </td></td>	BUSINESS NAME <td>ADDRESS <td colspan="2">ONTARIO CORPORATION NO.</td> </td>	ADDRESS <td colspan="2">ONTARIO CORPORATION NO.</td>	ONTARIO CORPORATION NO.	
07					

08	SECURED PARTY /	ROYAL BANK OF CANADA	
09	LESSOR CLAIMANT	36 YORK MILLS ROAD, 4TH FLOOR	TORONTO ON M2P 0A4

COLLATERAL CLASSIFICATION							
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE

11	MOTOR	YEAR	MAKE	MODEL	V.I.N.

[illegible]

16 REGISTERING [REDACTED]
17 AGENT [REDACTED]

CANADIAN SECURITIES REGISTRATION SYSTEMS

4126 NORLAND AVENUE

BURNABY

BC

V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

[REDACTED]

CONTINUED... 48

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRAIREUR
DES SÛRETÉS MOBILIÈRES

(crl1fu 06/2019)

192



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 48
(4667)

TYPE OF SEARCH	BUSINESS DECTOR
SEARCH CONDUCTED ON	GATT LOGISTICS INC.
FILE CURRENCY	13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00
FILE NUMBER
750279888

CATION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
01	01	003	20190417	1942 1531	5650 P	PPSA 7

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME
03	NAME	BUSINESS NAME	GATT LOGISTICS INC.

04
00 ADDRESS 11 HAINER COURT

DATE OF BIRTH	FIRST GIVEN NAME
05	

NAME	BUSINESS NAME
06	
07	

08 SECURED PARTY /
09 EILEEN CLINTMENT
DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
ADDRESS 3450 SUPERIOR COURT, UNIT 1
OAK

COOPERATION OF ASSOCIATION

CONSUMER	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO. FIXED MATURITY DATE
GOODS								

11	YEAR	MAKE	11	YEAR	MAKE
11	2019	RENNOVER / FLATBED			

13 GENERAL.
14 COLLATERAL
15 DISPOSITION.

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.

16 REGISTERING.....D+H LIMITED PARTNERSHIP

17 ADDRESS SUITE 200. 4126 NORLAND AVENUE

~~***FOR FURTHER INFORMATION CONTACT THE SECURED PARTY***~~

CONTINUED . . . 49

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILING CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
750279886

00

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER UNDER REGISTRATION PERIOD
FILING 02 003 20190417 1942 1531 5650

01

DATE OF BIRTH

INITIAL SURNAME

FIRST GIVEN NAME

ONTARIO CORPORATION NO.

02 DEBTOR
03 NAME

BUSINESS NAME

ADDRESS

04

DATE OF BIRTH

INITIAL SURNAME

FIRST GIVEN NAME

ONTARIO CORPORATION NO.

05 DEBTOR
06 NAME

BUSINESS NAME

ADDRESS

07

08 SECURED PARTY /
09 THEN CLAIMANT

ADDRESS

CONTAINER CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE

10

YEAR MAKE

MODEL

VEHICLE

11 MOTOR
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

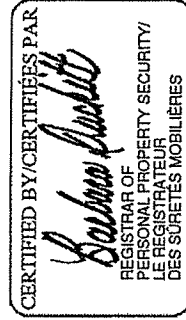
16 REGISTERING
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

50

CONTINUED...



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PPSR060
PAGE : 50
(4669)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
750279888

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
20190417 1942 1531 5650

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME
04 ADDRESS ONTARIO CORPORATION INC.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LITEN CLAIMANT ADDRESS
09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MINORITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL THEREFROM.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ... 51

CERTIFIED BY/CERTIFIÉES PAR
Sabrina Daulton
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(c) 1996 06/2019

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 51
(4670)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
748456091

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 5 20190220 1628 5064 4363 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME GATT LOGISTICS INC.

04 ADDRESS 11 HAINER CRT AMHERSTBURG ONTARIO CORPORATION NO. NV 4A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ADDRESS

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / WELLS FARGO EQUIPMENT FINANCE COMPANY

09 THEN CURRENT ADDRESS 1290 CENTRAL PARKWAY W, 11TH FL. MISSISSAUGA ON L5C 4R3

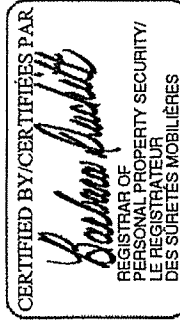
10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X

11 YEAR MAKE 2016 FREIGHTLINER VCI N
12 VEHICLE 2016 FREIGHTLINER CASCADIA CASCADIA 1FUJGLD55GLHE3471 1FUJGLD5XGLGY3904

13 GENERAL 2016 FREIGHTLINER CASCADIA S/N 1FUJGLD55GLHE3471, 2016 FREIGHTLINER
14 COLLATERAL CASCADIA S/N 1FUJGLD5XGLGY3904 THE GOODS DESCRIBED HEREIN TOGETHER
15 DESCRIPTION WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS,

16 REGISTERING SECUREFACT TRANSACTION SERVICES, INC.

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4



CONTINUED... 52

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 52
(4671)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748466091

00 CAUTION PAGE NO. OF PAGES 002 5
FILING SCHEDULE 20190220 1628 5064 4363

01 DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02 DEBTOR

NAME BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

03 DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

04 DEBTOR

NAME BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

05 SECURED PARTY

LIEN CHAINANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF

Maturity or

NO. FIXED

10

11 MOTOR

12 VEHICLE

YEAR MAKE

MODEL

EV IONS

13 GENERAL

14 COLLATERAL

DESCRIPTION

SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

16 REGISTERING

AGENT

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

53

CERTIFIED BY/CERTIFIÉES PAR
Barbara Lucette
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(e/f/fu 06/2019)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
TIME CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
748466091

01 CAUTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 5 20190220 1628 5064 4363

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME
04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / WHEN CURRENT ADDRESS
09 ADDRESS

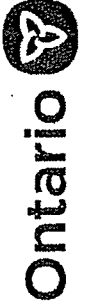
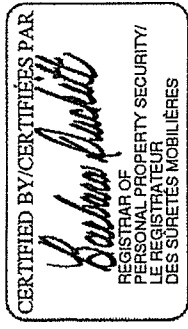
10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
14 COLLATERAL RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
15 DESCRIPTION COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

16 REGISTERING AGENT ADDRESS
17 ADDRESS



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 54
(4673)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
748466091

01 CAUTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION NUMBER UNDER PERIOD
004 5 20190220 1628 5064 4363

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR EXPIRY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

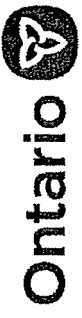
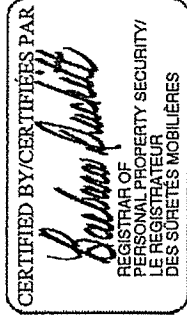
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
14 COLLATERAL PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
15 DESCRIPTION COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 9403779-001)

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
748466091

01 CAUTION PAGE TOTAL / MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
005 5 20190220 1628 5064 4363

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY /
09 LIEN CLERK ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. EXCP
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)

14 COLLATERAL DESCRIPTION

15 REGISTERING AGENT ADDRESS

16 ADDRESS

17

CERTIFIED BY / CERTIFIÉES PAR
Sarah P. P. P.
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SURETES MOBILIERES
(c/jfu 08/2019)

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 56
(4675)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION: TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 1 20200714 1911 5064 4495

01 RECORD FILE NUMBER 748466091

21 PAGE AMENDED NO SPECIFIC PAGE AMENDED
001 1

22 BUSINESS NAME GATT LOGISTICS INC.
FIRST GIVEN NAME SURNAM

23 OTHER CHANGE TO ADD DEBTOR BARTIA TRANSPORT INC.
24 REASON/ DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME SURNAM
05 DEBTOR/ BARTIA TRANSPORT INC.
03/ TRANSFEREE
06 BUSINESS NAME
04/07 ADDRESS 11 HAINER CRT

29 ASSIGNOR
08 SECURED PARTY/LEEN CLAIMANT/ASSIGNEE
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

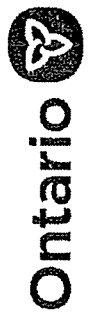
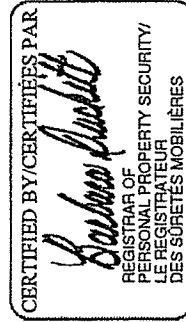
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/LEEN CLAIMANT ADDRESS

SECUREFACT TRANSACTION SERVICES, INC.
445 KING STREET WEST, SUITE 400
TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ...

57



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 2020101421453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 58
(4677)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
745454284

00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 006 20181203 1408 1462 5222 P PPSA 5

01
02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS
04 BUSINESS NAME ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS
07 BUSINESS NAME ADDRESS

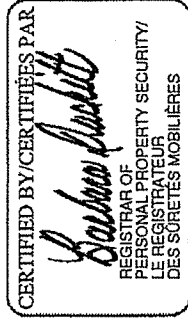
08 SECURED PARTY /
09 LIEN CLERK ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF NO. MIXED
MATERIALITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND
14 COLLATERAL ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE
15 DESCRIPTION "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE

16 REGISTERING CLE CAPITAL INC.
17 AGENT ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5



CONTINUED... 59

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 59
(4578)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
746464284

00

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 006 20181203 1408 1462 5222 P PPSA 5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ADDRESS

02

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

BUSINESS NAME

ADDRESS

04

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

05

BUSINESS NAME

ADDRESS

06

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE AMOUNT

DATE OF MATURITY OR

NO. EXEMPT

10

YEAR MAKE

MODEL

SYSTEM

MOTOR VEHICLE

11

GENERAL COLLATERAL DESCRIPTION

RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL")
(I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

12

REGISTERING AGENT

CLE CAPITAL INC.

3390 SOUTH SERVICE ROAD, SUITE 301

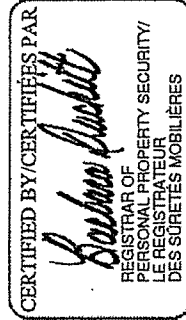
BURLINGTON

ON L7N3J5

13

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED... 60



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 60
(4679)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
746464284

00

CAPTION : PAGE : TOTAL : MOTOR VEHICLE : REGISTRATION : REGISTERED : REGISTRATION :
FILING : NO. OF : PAGES : SCHEDULE : NUMBER : UNDER : PERIOD :
01 04 006 20181203 1408 1462 5222 P PPSA 5

DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
02 DEBTOR :
03 NAME : BUSINESS NAME :
04 ADDRESS : ONTARIO CORPORATION NO. :

DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
05 DEBTOR :
06 NAME : BUSINESS NAME :
07 ADDRESS : ONTARIO CORPORATION NO. :

SECURED PARTY /
LIEN CLAIMANT : ADDRESS :
08
09

COLLATERAL CLASSIFICATION :
10 CONSUMER : MOTOR VEHICLE : AMOUNT : DATE OF : NO. FIXED :
GOODS : INVENTORY : EQUIPMENT : ACCOUNTS : OTHER : INCLUDED : MATURITY : OR : MATURITY : DATE :

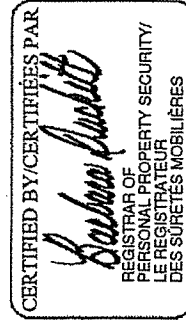
YEAR MAKE : MODEL : V.I.N. :
11 MOTOR :
12 VEHICLE :

GENERAL : EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL :
13 COLLATERAL : (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION :
14 DESCRIPTION : OF THE EQUIPMENT :
15

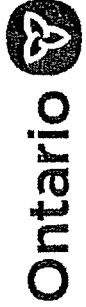
REGISTERING : CLE CAPITAL INC. :
16 AGENT :
17 ADDRESS : 3390 SOUTH SERVICE ROAD, SUITE 301 : BURLINGTON : ON : L7N3J5 :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED ... 61



205
(efflu 08/2019)



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 61
(4680)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
746464284

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
05 006 20181203 1408 1462 5222 P PISA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS

04 BUSINESS NAME ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS

07 BUSINESS NAME ADDRESS

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

ONTARIO CORPORATION NO.

COLLATERAL CLASSIFICATION

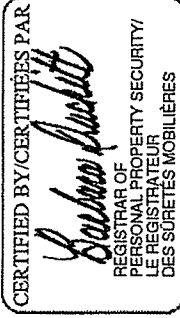
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MAJORITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR
14 COLLATERAL DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND
15 DESCRIPTION (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,
16 REGISTERING CLE CAPITAL INC.
17 AGENT ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7R3J5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 62



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 62
(4581)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
746464784

00

CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
06 006 20181203 1408 1462 5222 P PPSA 5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ADDRESS

07

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE

10

YEAR MAKE

MOTOR
VEHICLE

MODEL

W-T-N

11

12

GENERAL
COLLATERAL
DESCRIPTION

IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL
PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

REGISTERING
AGENT

CLE CAPITAL INC.

ADDRESS

3390 SOUTH SERVICE ROAD, SUITE 301

BURLINGTON

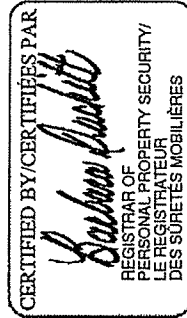
ON L7N3J5

17

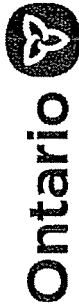
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

63



207



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 63
(4682)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GALT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LEASE

00
FILE NUMBER
744941097

01
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 003 20181018 1440 1530 0325 P PPSA 5

02
03
04
DEBTOR NAME GALT LOGISTICS INC.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME GALT LOGISTICS INC.
ADDRESS 11 HAINER CRT AMHERSTBERG
ON N9V 4A2

05
06
07
DEBTOR NAME
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS
ON N9V 4A2

08
09
SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
THEN CLAIMANT 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

10
COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
NO. FIXED

11
12
YEAR MAKE 2016 FREIGHTLINER / CASCADIA
MODEL 1403GLB50GLHE3474

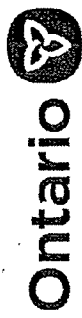
13
14
15
GENERAL COLLATERAL
DESCRIPTION
ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

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... 64

CERTIFIED BY/CERTIFIÉES PAR
Sarahna Daulton
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c)1111 06/2019



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 64
(4683)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT CLAIM FOR LIEN

00 FILE NUMBER
744941097

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20181018 1440 1530 0325

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY /

09 LIEN GRANTANT ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATED OF MATURITY OR NO. FIXED

11 YEAR MAKE MODEL

12 MOTOR VEHICLE

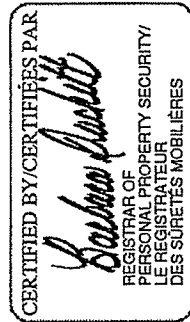
13 GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING

17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...



RUN NUMBER : 288

RUN DATE : 2020/10/14

ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 65
(4684)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH COMPLETED ON : GALT LOGISTICS INC.

FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LEEN

FILE NUMBER
744941097

CAPTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20181018 1440 1530 0325

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

MOTOR VEHICLE

AMOUNT

DATE OF

MAJORITY OR

MAJORITY DATE

YEAR MAKE

MODEL

VEHICLE

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

THEREFROM.

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...

66

210

CERTIFIED BY/CERTIFIÉES PAR
Suzanne Boudette
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETÉS MOBILIÈRES
(c) 11/06/2019

Ontario

REPORT : PSSR060
PAGE : 66
(4685)

CERTIFICATE

FILE NUMBER
742434786

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
001	1			20180807 1622 1532 7141	P	PPSA 04

	INITIAL	SURNAME
--	---------	---------

AMHERSTBURG

ONTARIO CORPORATION NO:
ON N9V 4A2

FIRST GIVEN NAME
CARL

BUSINESS NAME:

AMHERSTBURG

ONTARIO CORPORATION NO. N9V 4A2

TOYOTA CREDIT CANADA INC.

80 MICRO COURT

MARKHAM

ON 1.3R 97.5

CONFIDENTIALITY AND DISSEMINATION

CUSTOMER	AMOUNT	DATE OF	NO. FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS
OTHER	INCLUDED	MATURITY	OR
DATE			
		01 AUG 2022	

YEAR MAKE

2018 LEXUS

RX350

Y.I.N.
212BZMCA4JC137178

GENERAL

COLLATERAL DISCUSSION

REGISTERING...

D + H LIMITED PARTNERSHIP

2 ROBERT SPECK PARKWAY, 15TH FLOOR

NO 1.4.7 1H8

CONTINUED

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

211



Ontario

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 67
(4686)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
741222819

01 CAUTION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION REGISTRATION
FILING NO. 001 5 SCHEDULE 20180704 1158 1901 5818 P PPSA 04
UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME GATT LOGISTICS INC

04 ADDRESS 11 HAINER COURT AMHERSTBURG ONTARIO CORPORATION NO. NSV 4A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ADDRESS

07 ADDRESS HITACHI CAPITAL CANADA CORP.

08 SECURED PARTY / 3390 SOUTH SERVICE RD, STE 104 BURLINGTON ON L7N 3J5

09 LIEN CLAIMANT ADDRESS

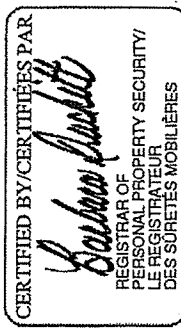
10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE 2008 VANGUARD
12 MOTOR 2008 VANGUARD
VEHICLE 2008 VANGUARD
MODEL VXP 53
VIN 5Y8VA53248M800394
5Y8VA53298M800388

13 GENERAL THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL
14 COLLATERAL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS,
15 DESCRIPTION APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR

16 REGISTERING AVS SYSTEMS INC.

17 ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2



CONTINUED... 68



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
741222819

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 5 2018/04 1158 1901 5818

00 DEBTOR NAME BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
01 DATE OF BIRTH ADDRESS INITIAL SURNAME
02 BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
03 DATE OF BIRTH ADDRESS INITIAL SURNAME
04 BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
05 DATE OF BIRTH ADDRESS INITIAL SURNAME
06 BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
07 BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
08 BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
09 BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
10 BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

11 MOTOR VEHICLE YEAR MAKE MODEL VALUE
12 MOTOR VEHICLE YEAR MAKE MODEL VALUE
13 GENERAL COLLATERAL KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND
14 COLLATERAL ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE
15 DESCRIPTION "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE
16 REGISTERING AGENT ADDRESS
17 REGISTERING AGENT ADDRESS

MODEL

VALUE

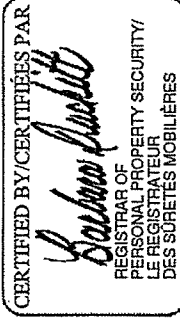
YEAR MAKE

MODEL

VALUE

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



REPORT : PSSR060
PAGE : 69
(4688)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
741222819

01 CAPTION PAGE NO. OF PAGES TOTAL REGISTRATION NUMBER UNDER REGISTRATION PERIOD
003 5 20180704 1158 1901 5818

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS
05 DATE OF BIRTH
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / CREDITOR
09 ADDRESS

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE

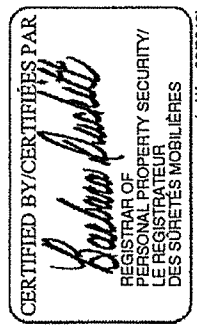
11 YEAR MAKE
12 MODEL

13 GENERAL COLLATERAL DESCRIPTION
RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL") I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL (II) ANY CONTRACT

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED...



REPORT : PSSR060
PAGE : 70
(4689)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

NAME OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
741222819

00 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
004 5 20180704 1158 1901 5818

01 DEBTOR NAME BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
DATE OF BIRTH BUSINESS NAME ADDRESS INITIAL SURNAME
ONTARIO CORPORATION NO.

02 DEBTOR NAME BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
DATE OF BIRTH BUSINESS NAME ADDRESS INITIAL SURNAME
ONTARIO CORPORATION NO.

03 SECURED PARTY / WHEN CLAIMANT ADDRESS

04 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

05 YEAR MAKE MODEL

06 MOTOR VEHICLE

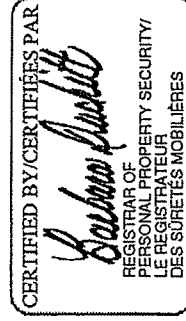
07 GENERAL COLLATERAL (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR
DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND

08 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

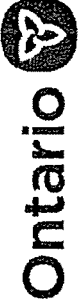
CONTINUED...

71



215

(efflu 08/2019)



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 71
(4690)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GAYT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
741222819

00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
005 5 20180704 1158 1901 5818

01 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
NAME BUSINESS NAME ADDRESS
02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
NAME BUSINESS NAME ADDRESS
03 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
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NAME BUSINESS NAME ADDRESS
09 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
NAME BUSINESS NAME ADDRESS
10 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
NAME BUSINESS NAME ADDRESS

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

11 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FILED
12 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FILED
13 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FILED
14 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FILED
15 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FILED
16 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FILED
17 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FILED

(IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,
IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL
PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

16 REGISTERING
AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

72

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crtfu 06/2019)

216



RUN NUMBER : 288
 RUN DATE : 2020/10/14
 ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 72 (4691)

TYPE OF SEARCH	:	BUSINESS DEBTOR
SEARCH CONDUCTED ON	:	GATT LOGISTICS INC.
VALUE CURRENCY	:	13OCT 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
739244349

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
PILING	NO.	OF PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
001	2			20180510 1715 1532 9676	P	PPSA 07

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03	NAME	BUSINESS NAME	1786738 ONTARIO INC.		
04		ADDRESS	11 HAINERCOURT		AMHERSTBURG
					ONTARIO CORPORATION INC
					ON N9V4A2

05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			
07	ADDRESS		ONTARIO CORPORATION NO.		

08	[REDACTED] SECURED PARTY /		MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION	
09	[REDACTED] LIEN CLAIMANT	[REDACTED] ADDRESS	2680 MATHESON BLVD. E. STE 500	MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER INCLUDED ³	MOTOR VEHICLE AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE

11	NOTOR	YEAR MAKE	MODEL	WVSTEN
	2019	WESTERN	5700RESLP	SKJTBHDER2KLF8073

	GENERAL CORPORATE DESCRIPTION	D + H LIMITED PARTNERSHIP	ADDRESS	MISSISSAUGA ON L4J 1H8
13				
14				
15				
16	REGISTERING AGENT			
17			2 ROBERT SPECK PARKWAY, 15TH FLOOR	

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED...

73

CERTIFIED BY/CERTIFIÉES PAR
Barbara Purcell
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

BORN IS FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
739244349

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES NO. OF PAGES UNDER PERIOD
002 2 20180510 1715 1532 9616

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01
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14
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16
17

DATE OF BIRTH
FIRST GIVEN NAME
SURNAME
ON
L4W0A5

DEBTOR
NAME
ADDRESS
ON
L4W0A5

DATE OF BIRTH
FIRST GIVEN NAME
SURNAME
ON
L4W0A5

DEBTOR
NAME
ADDRESS
ON
L4W0A5

DATE OF BIRTH
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SURNAME
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DEBTOR
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DATE OF BIRTH
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SURNAME
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DEBTOR
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DATE OF BIRTH
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DATE OF BIRTH
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SURNAME
ON
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DEBTOR
NAME
ADDRESS
ON
L4W0A5

DATE OF BIRTH
FIRST GIVEN NAME
SURNAME
ON
L4W0A5

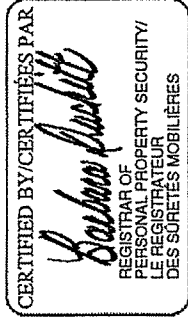
DEBTOR
NAME
ADDRESS
ON
L4W0A5

DATE OF BIRTH
FIRST GIVEN NAME
SURNAME
ON
L4W0A5

DEBTOR
NAME
ADDRESS
ON
L4W0A5

DATE OF BIRTH
FIRST GIVEN NAME
SURNAME
ON
L4W0A5

DEBTOR
NAME
ADDRESS
ON
L4W0A5



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 74
(4693)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	GATT LOGISTICS INC.
FILE CURRENCY	13OCT 2020

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADUTION	PAGE	TOTAL	OF	VEHICLE	REGISTRATION	REGISTERED
FILING	NO.	PAGES	SCHEDULE	NUMBER	UNDER	
	001	201	80518	1323	1532	118

21 RECORD FILE NUMBER 739244349

REFERENCE	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED BY AN AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
6807242-6807243					

23	REFERENCE	FIRST- GIVEN NAME
24 <th>DEBTOR</th> <th>BUSINESS NAME</th>	DEBTOR	BUSINESS NAME
		1786738 ONTARIO INC.

25	OTHER CHANGE	ADDITION NEW DEBTOR
26	REASON/	
27	DESCRIPTION	

02/05	DATE OF BIRTH	FIRST GIVEN NAME
03/06	DEBTOR/TRANSFeree	BUSINESS NAME
04/07		ADDRESS
		11 HATNER COURT
		GATT LOGISTICS INC.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS
COLLATERAL CLASSIFICATION
CONSIDER

CONSUMER	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	DATE OF	NO. FIXED
	X		X				
YEAR	MAKE	MODEL		V.I.N.			

YEAR	MAKE
11	MATRO

11	PROTOR
12	VEHICLE
13	GENERAL

	COLLATERALE	DESCRIPITO
14		
15		

16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
D + H LIMITED PARTNERSHIP
2 ROBERT SPECK PARKWAY, 15

LIEN CLAIRANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 75

CERTIFIED BY/CERTIFIÉS PAR
Barbara Buckle
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

cri2fu 06/2019)



RUN NUMBER : 288
RUN DATE : 2020/10/14
ID : 20201014121453.00

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

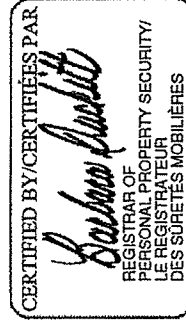
REPORT : PSSR060
PAGE : 75
(4694)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GATT LOGISTICS INC.
FILE CURRENCY : 13OCT 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

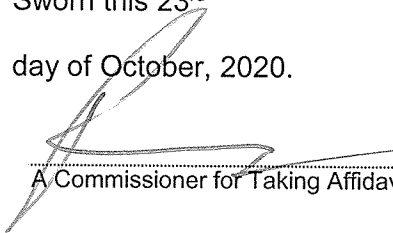
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761979546	20200520 0952 5064 3296		
761355396	20200401 1651 8077 7721		
761282658	20200327 1427 8077 7575		
757784457	20191120 1434 8077 1172		
755603127	20190918 1635 8077 7745		
751951008	20190604 1659 8077 2270		
751824072	20190531 1434 8077 2134		
751824081	20190531 1434 8077 2135		
751317498	20190516 1938 1531 8712		
750279888	20190417 1942 1531 5650		
748466091	20190220 1628 5064 4363		
746464284	20181203 1408 1462 5222		
744941097	20181018 1440 1530 0325		
742434786	20180807 1622 1532 7141		
741222819	20180704 1158 1901 5818		
739244349	20180510 1715 1532 9616		
		20190605 1431 8077 2392	
		20200714 1911 5064 4495	
		20180518 1323 1532 1182	

20 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



This is Exhibit "**K**" referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



.....
A Commissioner for Taking Affidavits



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
 145 KING STREET WEST, SUITE 2200
 TORONTO, ON, CANADA M5H 4G2
 TEL 416.362.3711 FAX 416.864.9223
 www.mindengross.com

DIRECT DIAL (416) 369-4124
 E-MAIL kkallish@mindengross.com
 FILE NUMBER 4120433

September 8, 2020

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL (cgatt@blbtrans.com)

Bartia Transport Inc.
 11 Hainer Court
 Amherstburg, ON N9V 4A2
 Attn: Carl Gatt

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Bartia Transport Inc. ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are no doubt aware, the indebtedness owing by the Company to the Bank is repayable on demand. We have been advised by the Bank that as at September 8, 2020, the Company is indebted to it in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$130,203.60, comprising principal in the amount of \$130,000 and accrued interest to and including September 8, 2020 in the amount of \$203.60. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 2% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$15.85; and
2. in respect of Visa account number 4514 0500 0351 XXXX, in the amount of \$40,000 as at September 8, 2020. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than September 18, 2020 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and



for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September 18, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We further advise you that the Bank reserves the right to cancel at any time, without further notice to you, your Visa card privileges in respect of account number 4514 0500 0351 XXXX.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitors.

Yours truly,
MINDEN GROSS LLP

Per:

Kenneth L. Kallish

(electronic signature)

Kenneth L. Kallish*

KLK/th
Enc.

cc Royal Bank of Canada – Attn: P. Gordon, Sr. Manager - Special Loans and Advisory Services

*Partner through Professional Corporation

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: BARTIA TRANSPORT INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated April 3, 2019.
3. The total amount of indebtedness secured by the security as at September 8, 2020 is \$170,203.60, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 8th day of September, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per: *Kenneth L. Kallish*
(electronic signature)

Kenneth L. Kallish



MINDEN GROSS LLP
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 TORONTO, ON, CANADA M5H 4G2
 TEL 416.362.3711 FAX 416.864.9223
 www.mindengross.com

DIRECT DIAL (416) 369-4124
 E-MAIL kkallish@mindengross.com
 FILE NUMBER 4120433

September 8, 2020

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL (cgatt@blbtrans.com)

Gatt Logistics Inc.
 11 Hainer Court
 Amherstburg, ON N9V 4A2
 Attn: Carl Gatt

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Gatt Logistics Inc. ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are no doubt aware, the indebtedness owing by the Company to the Bank is repayable on demand. We have been advised by the Bank that as at September 8, 2020, the Company is indebted to it in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$500,737.26, comprising principal in the amount of \$500,000 and accrued interest to and including September 8, 2020 in the amount of \$737.26. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.69% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$56.71; and
2. in respect of Visa account numbers 4516 0701 0002 XXXX, 4516 0701 0002 XXXX and 4516 0701 0006 XXXX in the amounts of \$71,024.59, \$7,427.28 and \$4,789.37, respectively, as at September 8, 2020. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than September 18, 2020 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and



for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September 18, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We further advise you that the Bank reserves the right to cancel at any time, without further notice to you, your Visa card privileges in respect of the above-noted Visa account numbers.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitors.

Yours truly,
MINDEN GROSS LLP

Per:

Kenneth L. Kallish

(electronic signature)

Kenneth L. Kallish*

KLK/th
Enc.

cc Royal Bank of Canada – Attn: P. Gordon, Sr. Manager - Special Loans and Advisory Services

*Partner through Professional Corporation

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: GATT LOGISTICS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated May 17, 2019.
3. The total amount of indebtedness secured by the security as at September 8, 2020 is \$583,978.50, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 8th day of September, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per: *Kenneth L. Kallish*
(electronic signature)

Kenneth L. Kallish



MINDEN GROSS LLP
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DIRECT DIAL (416) 369-4124
 E-MAIL kkallish@mindengross.com
 FILE NUMBER 4120433

September 8, 2020

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL (cgatt@blbtrans.com)

Carl Gatt
 11 Hainer Court
 Amherstburg, ON N9V 4A2

Dear Sir:

Re: Royal Bank of Canada ("Bank") and Gatt Logistics Inc. ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated May 17, 2019 limited to the sum of \$1,950,000.

As at September 8, 2020, the Company is indebted to the Bank in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$500,737.26, comprising principal in the amount of \$500,000 and accrued interest to and including September 8, 2020 in the amount of \$737.26. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.69% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$56.71; and
2. in respect of Visa account numbers 4516 0701 0002 XXXX, 4516 0701 0002 XXXX and 4516 0701 0006 XXXX in the amounts of \$71,024.59, \$7,427.28 and \$4,789.37, respectively, as at September 8, 2020. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than September 18, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the



security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September 18, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP

Per:

Kenneth L. Kallish

(electronic signature)

Kenneth L. Kallish*

KLK/th

cc Royal Bank of Canada – Attn: P. Gordon, Sr. Manager - Special Loans and Advisory Services

*Partner through Professional Corporation



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 FILE NUMBER 4120433

September 8, 2020

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL AND ORDINARY MAIL

Sarbjit Kaur
 55 Isaiah Drive
 Kitchener, ON N2E 0B2

Dear Sir:

Re: Royal Bank of Canada ("Bank") and Bartia Transport Inc. ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated April 3, 2019 limited to the sum of \$670,000.

As at September 8, 2020, the Company is indebted to the Bank in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$130,203.60, comprising principal in the amount of \$130,000 and accrued interest to and including September 8, 2020 in the amount of \$203.60. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 2% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$15.85; and
2. in respect of Visa account number 4514 0500 0351 XXXX, in the amount of \$40,000 as at September 8, 2020. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than September 18, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.



In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September 18, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

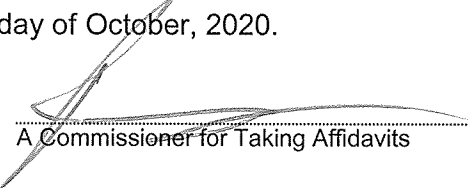
Yours truly,
MINDEN GROSS LLP
Per:
Kenneth L. Kallish
(electronic signature)
Kenneth L. Kallish*

KLK/th

cc Royal Bank of Canada – Attn: P. Gordon, Sr. Manager - Special Loans and Advisory Services

*Partner through Professional Corporation

This is Exhibit “L” referred to
in the Affidavit of Peter Gordon
Sworn this 23rd
day of October, 2020.



.....
A Commissioner for Taking Affidavits



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 FILE NUMBER 4120433

September 29, 2020

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL (cgatt@blbtrans.com)

Bartia Transport Inc.
 11 Hainer Court
 Amherstburg, ON N9V 4A2
 Attn: Carl Gatt

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Bartia Transport Inc. ("Company")

We refer to our demand letter dated September 8, 2020 in connection with the operating and VISA facilities owing by the Company to the Bank. As a result of the Company failing to pay such indebtedness, an event of default has occurred under the Master Lease Agreement dated April 26, 2019 between the Bank and the Company ("**Master Lease Agreement**"), entitling the Bank to make demand for all amounts owing under the Master Lease Agreement to the Bank.

We are advised that as of September 21, 2020 the indebtedness owing by the Company to the Bank under the Master Lease Agreement is as follows:

1. in respect of Contract No. 201000047187, in the amount of \$380,659.03, comprising \$336,866.40 and HST in the amount of \$43,792.63; and
2. in respect of Contract No. 201000047248, in the amount of \$128,765.76, comprising \$113,952.00 and HST in the amount of \$14,813.76.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than October 9, 2020 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security



delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to October 9, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitors.

Yours truly,
MINDEN GROSS LLP
Per:
Kenneth L. Kallish
(electronic signature)
Kenneth L. Kallish*

KLK/th
Enc.

cc Royal Bank of Canada – Attn: P. Gordon, Sr. Manager - Special Loans and Advisory Services

*Partner through Professional Corporation

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: BARTIA TRANSPORT INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor
 - the specific equipment listed in the attached Schedule
2. The security that is to be enforced is in the form of:
 - a General Security Agreement dated May 17, 2019
 - a Master Lease Agreement dated April 26, 2019 and contract numbers 201000047187 and 201000047248
3. The total amount of indebtedness secured by the security as at September 21, 2020 are the amounts set out in the BIA notice dated September 8, 2020 and \$509,424.79, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 29th day of September, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per: *Kenneth L. Kallish*
(electronic signature)

Kenneth L. Kallish

Date: Sept 29 ,2020
SRF : 334889938
Client: Bartia Transport Inc

Lease number	Descriiption	VIN #
201000047187	2019 Kenworth W900B	1XKWD49X0KJ958529
	2019 Kenworth W900B	1XKWD49X7KJ958530
201000047248	2020 50ft Reitnouer Bigger Bubba w/ Glider Tarp System	1RNF50A62LR048921



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 FILE NUMBER 4120433

September 29, 2020

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL (cgatt@blbtrans.com)

Gatt Logistics Inc.
 11 Hainer Court
 Amherstburg, ON N9V 4A2
 Attn: Carl Gatt

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Gatt Logistics Inc. ("Company")

We refer to our demand letter dated September 8, 2020 in connection with the operating and VISA facilities owing by the Company to the Bank. As a result of the Company failing to pay such facilities, an event of default has occurred under the Master Lease Agreement dated June 1, 2019 between the Bank and the Company ("**Master Lease Agreement**"), entitling the Bank to make demand for all amounts owing under the Master Lease Agreement to the Bank.

We are advised that as of September 21, 2020 the indebtedness owing by the Company to the Bank under the Master Lease Agreement is as follows:

1. in respect of Contract No. 201000047891, in the amount of \$109,607.68, comprising \$96,997.95 and HST in the amount of \$12,609.73;
2. in respect of Contract No. 201000047954, in the amount of \$84,408.74, comprising \$74,698.00 and HST in the amount of \$9,710.74;
3. in respect of Contract No. 201000049907, in the amount of \$879,251.08, comprising \$778,098.30 and HST in the amount of \$101,152.78;
4. in respect of Contract No. 201000051215, in the amount of \$311,116.69, comprising \$275,324.50 and HST in the amount of \$35,792.19; and
5. in respect of Contract No. 201000053217, in the amount of \$180,769.92 comprising \$159,973.38 and HST in the amount of \$20,796.54. The per diem amount is \$16.70.



On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than October 9, 2020 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to October 9, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitors.

Yours truly,
MINDEN GROSS LLP
Per:
Kenneth L. Kallish
(electronic signature)
Kenneth L. Kallish*

KLK/th
Enc.

cc Royal Bank of Canada – Attn: P. Gordon, Sr. Manager - Special Loans and Advisory Services

*Partner through Professional Corporation

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: GATT LOGISTICS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor
 - the specific equipment listed in the attached Schedule
2. The security that is to be enforced is in the form of:
 - a General Security Agreement dated May 17, 2019
 - a Master Lease Agreement dated June 1, 2019 and contract numbers 201000047891, 201000047954, 201000049907, 201000051215 and 201000053217
3. The total amount of indebtedness secured by the security as at September 21, 2020 are the amounts set out in the BIA notice dated September 8, 2020 and \$1,565,154.11, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 29th day of September, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per: *Kenneth L. Kallish*
(electronic signature)

Kenneth L. Kallish

Date: Sept 21, 2020
 SRF : 336724026
 Client: Gatt Logistics Inc.

Contract number	Description	VIN #
201000047891	2019 Mac 48' x 102' Aluminum Flatbed Trailer w/ Glider Tarp	5MAPA4823XA047764/ Glider Tarp (S/N:GTS03191075TL)
201000047954	2020 Reitnouer 53 ft Maximizer w/Gilder Tarp	1RNF53A23LR048442
201000049907	EAST 50' 6 AXLE MMX PLATFORM c/w GLIDER TARP AND LUBE CORE SYSTEM	1E1H5Z6685LR071235
	EAST 50' 6 AXLE MMX PLATFORM c/w GLIDER TARP AND LUBE CORE SYSTEM	1E1H5Z6687LR071236
	EAST 50' 6 AXLE MMX PLATFORM c/w GLIDER TARP AND LUBE CORE SYSTEM	1E1H5Z6689LR071237
	EAST 50' 6 AXLE MMX PLATFORM c/w GLIDER TARP AND LUBE CORE SYSTEM	1E1H5Z6680LR071238
	EAST 50' 6 AXLE MMX PLATFORM c/w GLIDER TARP AND LUBE CORE SYSTEM	1E1H5Z6682LR071239
201000051215	2020 Reitnouer 50' Bigger Bubba Trailer w/ Glider Tarp System	1RNF50A64LR048709
	2020 Reitnouer Six Axle Bigger Bubba Trailer w/ Glider Tarp System	1RNF50A60LR048710
201000053217	2021 Reitnouer Maxmiser w/ Glider Tarp System	1RNF53A21MR052488
	2021 Reitnouer Maxmiser w/ Glider Tarp System	1RNF53A23MR052489



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DIRECT DIAL (416) 369-4124
 E-MAIL kkallish@mindengross.com
 FILE NUMBER 4120433

September 30, 2020

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL (cgatt@blbtrans.com)

Carl Gatt
 11 Hainer Court
 Amherstburg, ON N9V 4A2

Dear Sir:

Re: Royal Bank of Canada ("Bank") and Gatt Logistics Inc. ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated May 17, 2019 limited to the sum of \$1,950,000.

We are advised that as of September 21, 2020 the indebtedness owing by the Company to the Bank under the Master Lease Agreement dated June 1, 2019 is as follows:

1. in respect of Contract No. 201000047891, in the amount of \$109,607.68, comprising \$96,997.95 and HST in the amount of \$12,609.73;
2. in respect of Contract No. 201000047954, in the amount of \$84,408.74, comprising \$74,698.00 and HST in the amount of \$9,710.74;
3. in respect of Contract No. 201000049907, in the amount of \$879,251.08, comprising \$778,098.30 and HST in the amount of \$101,152.78;
4. in respect of Contract No. 201000051215, in the amount of \$311,116.69, comprising \$275,324.50 and HST in the amount of \$35,792.19; and
5. in respect of Contract No. 201000053217, in the amount of \$180,769.92 comprising \$159,973.38 and HST in the amount of \$20,796.54. The per diem amount is \$16.70.



On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than October 9, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to October 9, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:
Kenneth L. Kallish
(electronic signature)
Kenneth L. Kallish*

KLK/th

cc Royal Bank of Canada – Attn: P. Gordon, Sr. Manager - Special Loans and Advisory Services

*Partner through Professional Corporation



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 www.mindengross.com

DIRECT DIAL (416) 369-4124
 E-MAIL kkallish@mindengross.com
 FILE NUMBER 4120433

September 30, 2020

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL AND ORDINARY MAIL

Sarbjit Kaur
 55 Isaiah Drive
 Kitchener, ON N2E 0B2

Dear Sir:

Re: Royal Bank of Canada ("Bank") and Bartia Transport Inc. ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated April 3, 2019 limited to the sum of \$670,000.

We are advised that as of September 21, 2020 the indebtedness owing by the Company to the Bank under the Master Lease Agreement dated April 26, 2019 is as follows:

1. in respect of Contract No. 201000047187, in the amount of \$380,659.03, comprising \$336,866.40 and HST in the amount of \$43,792.63; and
2. in respect of Contract No. 201000047248, in the amount of \$128,765.76, comprising \$113,952.00 and HST in the amount of \$14,813.76.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than October 9, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.



In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to October 9, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:
Kenneth L. Kallish
(electronic signature)
Kenneth L. Kallish*

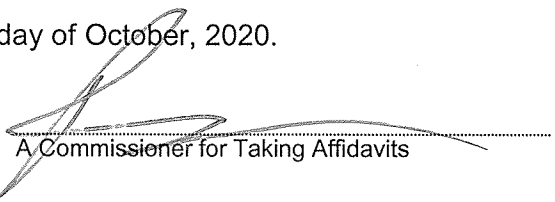
KLK/th

cc Royal Bank of Canada – Attn: P. Gordon, Sr. Manager - Special Loans and Advisory Services

*Partner through Professional Corporation

This is Exhibit "M" referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



A Commissioner for Taking Affidavits

Rachel Moses

From: Dimitry Beluli <dbeluli@bglawteam.com>
Sent: Thursday, October 08, 2020 7:15 AM
To: Ken Kallish
Cc: Rachel Moses; 'peter.gordon@rbc.com'; 'Carl Gatt'
Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities

Hi Ken,

I will be out of the office today, but I do not have an agreement that I can provide to you.

Jim

Dimitry Jim Beluli, J.D., M.Sc.



**BELULI GIANNOTTI
LAW FIRM**

Beluli Giannotti, LLP

Voted Best Law Firm in Windsor/Essex 2019

Phone: (519) 946-3095 Fax: (519) 946-3090

For Mr. Beluli's Assistant dial: (519) 946-3094

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From: Ken Kallish
Sent: October 7, 2020 4:37 PM
To: Dimitry Beluli
Cc: Rachel Moses ; 'peter.gordon@rbc.com' ; 'Carl Gatt'
Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities
Importance: High

Jim,

Is there an agreement of purchase and sale that you can provide me with? Mr. Gordon has spoken with Siva, and I understand that Siva has not received any agreement of purchase and sale, and is not aware of the amount/type of financing Ready To Go is seeking.

Why is Bodkin still making inquiries of RBC Leasing?

Where are the RBC leased assets located?

RBC has no intention of having you review its draft materials with your client. When the materials are ready and date scheduled, your clients will be served personally, and I will provide you with a copy of same.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

From: Dimitry Beluli [mailto:dbeluli@bglawteam.com]
Sent: Wednesday, October 07, 2020 3:06 PM
To: Ken Kallish
Cc: Rachel Moses ; 'peter.gordon@rbc.com' ; 'Carl Gatt'
Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities

Ken,

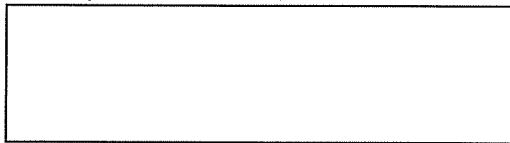
Let me speak with Ready To Go Transport's lawyer on the pledge. Our hope is that the RBC obligations can be paid out by Ready To Go Transport in the short term before any hearing on the matter.

I am not authorized to accept service, however, if you have draft pleadings prepared, I can review them with my client.

Thank you

Jim

Dimitry Jim Beluli, J.D., M.Sc.



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From: Ken Kallish
Sent: October 7, 2020 2:21 PM
To: Dimitry Beluli <dbeluli@bglawteam.com>
Cc: Rachel Moses <RMoses@mindengross.com>; 'peter.gordon@rbc.com' <peter.gordon@rbc.com>; 'Carl Gatt' <cgatt@gattlogistics.com>
Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities

Jim,

With all due respect, we have not seen any agreement between Ready To Go and your clients regarding a proposed purchase, and have never been advised until now that Ready To Go Transport is prepared to pledge security for the agreement of RBC to forbear. More importantly, RBC has no idea what the terms of such pledge entail in the context of a forbearance agreement.

As for your comment that someone is "being met with little cooperation", what exactly do you mean? Who is being met

with little cooperation? Your clients are well aware of the amount owing to RBC, as they are referenced in the RBC demand letters.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MINDEN GROSS LLP MERITAS LAW FIRMS WORLDWIDE

From: Dimitry Beluli [<mailto:dbeluli@bglawteam.com>]

Sent: Wednesday, October 07, 2020 1:19 PM

To: Ken Kallish <KKallish@mindengross.com>

Cc: Rachel Moses <RMoses@mindengross.com>; 'peter.gordon@rbc.com' <peter.gordon@rbc.com>; 'Carl Gatt' <cgatt@gattlogistics.com>

Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities

Ken,

I was surprised to see your email with this demand considering that Ready To Go Transport Inc. has been working to make arrangements to satisfy the Bartia and Gatt Logistics obligations to the bank. I understand that they wish to assume the existing leases, but they are prepared to pay out the leases if that is not possible. They also advise that are willing to pay out all the remaining obligations of Bartia and Gatt Logistics.

I understand that their bank rep Siva is working on this and that they are trying to get information on the amounts to payout/assume the obligations of Bartia and Gatt Logistics, however, they are being met with little cooperation. They are finding their ability to obtain information and interact with the RBC and your office is being frustrated.

I am also told that you advised Ready To Go Transport that the bank was not prepared to assign/accept the buyout of the leases without the balance of the obligations being addressed at the same time. With that demand, I understand that Ready To Go Transport requires additional time past this Friday to complete the facilities with the RBC in order to payout all the obligations of Bartia and Gatt Logistics, and that they are prepared to pledge \$1M as security for the banks forbearance.

This is obviously sufficient security for the forbearance and I am at a loss to explain to my client why RBC is still pursuing additional security from Carl Gatt and his spouse in the face of that \$1M security pledge.

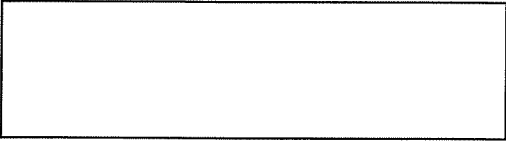
We are agreeable to a forbearance to provide Ready To Go Transport with the necessary time to pay the RBC obligations based on Ready To Go Transport making the \$1M pledge.

It is incumbent on RBC and in its best interests as well, as I'm sure you will agree to, complete the necessary steps forthwith to arrange for that forbearance to avoid the costs of the lawsuit and the Receiver appointment. These additional costs are wholly unnecessary and smack of bad faith if they are incurred in the face of this \$1M pledge in my respectful opinion.

My client and I remain ready and willing to resolve this matter in short order without the need for adversarial positions that will only serve to unnecessarily increase costs to all parties.

Jim

Dimitry Jim Beluli, J.D., M.Sc.


Beluli Giannotti, LLP

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For Mr. Beluli's Assistant dial: (519) 946-3094

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From: Ken Kallish

Sent: October 7, 2020 11:36 AM

To: Dimitry Beluli <dbeluli@bglawteam.com>

Cc: Rachel Moses <RMoses@mindengross.com>; 'peter.gordon@rbc.com' <peter.gordon@rbc.com>; 'Carl Gatt' <cgatt@gattlogistics.com>

Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities

Importance: High

Jim,

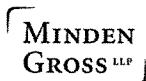
It is regrettable that I have not received a response to my below e mail, particularly with respect to what your clients are prepared to offer RBC to provide time to repay the RBC debt. We have also been waiting for your advice as to the location of the RBC leased assets.

We have been instructed to commence a claim against the borrowers and guarantors, which claim shall include the appointment of a Receiver.

Please advise if you have authority to accept service on behalf of your clients.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

 **MINDEN MERITAS LAW FIRMS WORLDWIDE**
GROSS LLP

From: Ken Kallish

Sent: Friday, October 02, 2020 2:45 PM

To: 'Dimitry Beluli' <dbeluli@bglawteam.com>

Cc: 'peter.gordon@rbc.com' <peter.gordon@rbc.com>; Carl Gatt <cgatt@gattlogistics.com>

Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities

Importance: High

Jim,

This is in response to your below e mails regarding SSP Truck Line and Ready Go Transport Inc.

Please confirm if the proposed SSP Truck Line share purchase agreement is to assume all of the debt owing by Bartia and Gatt to RBC, including the operating and visa facilities, or just the lease obligations. If the latter, how do your clients propose to pay RBC the non lease obligations?

Please confirm the structure of the Ready To Go Transport Inc. transaction. Is it a share purchase or asset purchase, and does it involve the payout of all RBC debt, or an assumption of RBC debt.

In either transaction, or any similar transaction, the Special Loans and Advisory Services group of RBC is not in a position to approve a credit application of either SSP Truck Line, Ready To Go Transport Inc., or any other RBC client. They need to contact their RBC account manager. This process will take time. What are your clients prepared to offer RBC to provide such time, and what will it require from RBC during such time?

Please note that Bodkin continues to contact RBC leasing to purchase certain Gatt leased equipment. Why are these inquiries still being made.

We await your reply. In the interim, RBC continues to reserve all of its rights and remedies against your clients.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MINDEN GROSS LLP MERITAS LAW FIRMS WORLDWIDE

From: Dimitry Beluli [<mailto:dbeluli@bglawteam.com>]
Sent: Friday, October 02, 2020 2:27 PM
To: Ken Kallish <KKallish@mindengross.com>
Cc: 'peter.gordon@rbc.com' <peter.gordon@rbc.com>; Carl Gatt <cgatt@gattlogistics.com>
Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities

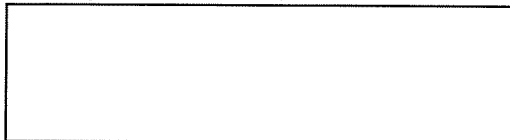
Hi Ken,

I have not heard from you on this. As you can appreciate, time is short and Ready Go Transport Inc. is very anxious to purchase the business. The general manager, Ajaypal Virk, has advised us that his company's RBC banker (Siva at 647-204-5975) wishes to speak with Peter about the transaction. Can you guys follow up with Siva?

Thank you

Jim

Dimitry Jim Beluli, J.D., M.Sc.



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Voted Best Law Firm in Windsor/Essex 2019

Phone: (519) 946-3095 Fax: (519) 946-3090

For Mr. Beluli's Assistant dial: (519) 946-3094

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From: Dimitry Beluli

Sent: October 2, 2020 12:16 PM

To: 'Ken Kallish' <KKallish@mindengross.com>

Cc: 'peter.gordon@rbc.com' <peter.gordon@rbc.com>; 'Carl Gatt' <cgatt@gattlogistics.com>

Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities

Hi Ken,

As I have not heard back from you with respect to the discussions with SSP. In any event, we have another LOI coming from Ready Go Transport for the purchase of all the Gatt shares. The Purchaser is a large transport company and an RBC client who is very interested in purchasing the business. Given the tight timeframe to put this together, their lawyer may be contacting you directly.

Jim

Dimitry Jim Beluli, J.D., M.Sc.



Beluli Giannotti, LLP

Voted Best Law Firm in Windsor/Essex 2019

Phone: (519) 946-3095 Fax: (519) 946-3090

For Mr. Beluli's Assistant dial: (519) 946-3094

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From: Dimitry Beluli

Sent: September 30, 2020 11:35 AM

To: 'Ken Kallish' <KKallish@mindengross.com>

Cc: Carl Gatt <cgatt@gattlogistics.com>

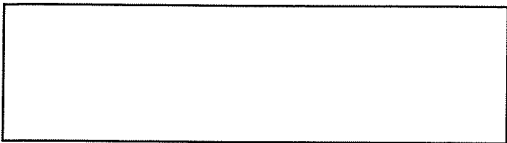
Subject: RE: RBC, Bartia and Gatt - demand letters re lease facilities

Hi Ken,

I was advised by my client that the Royal Bank would not consent to continuing the leases with SSP Truck Line as the new owner of Gatt and Bartia, even though SSP Truck Line is an existing RBC customer. Can you confirm this?

Jim

Dimitry Jim Beluli, J.D., M.Sc.



Beluli Giannotti, LLP

Voted Best Law Firm in Windsor/Essex 2019

Phone: (519) 946-3095 Fax: (519) 946-3090

For Mr. Beluli's Assistant dial: (519) 946-3094

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From: Ken Kallish

Sent: September 29, 2020 4:23 PM

To: Dimitry Beluli <dbeluli@bglawteam.com>

Subject: RBC, Bartia and Gatt - demand letters re lease facilities

Hi Jim,

Further to our discussions, attached are the demand letters and BIA notices.

I have yet to hear from counsel for the purchaser.

Regards,

Ken



Kenneth L. Kallish*

T: [416.369.4124](tel:416.369.4124) **F:** [416.864.9223](tel:416.864.9223) www.mindengross.com

145 King St. West, Suite 2200, Toronto, ON M5H 4G2

Save contact details: [Kenneth L. Kallish](#)

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

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This is Exhibit "N" referred to
in the Affidavit of Peter Gordon
Sworn this 23rd
day of October, 2020.


A Commissioner for Taking Affidavits

Rachel Moses

From: Gordon, Peter <peter.gordon@rbc.com>
Sent: Wednesday, October 21, 2020 2:16 PM
To: Carl Gatt; Ken Kallish; Dimitry Beluli
Cc: Rachel Moses
Subject: RE: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

Thank you Carl.

Peter Gordon / Senior Manager / RBC Special Loans & Advisory Services / 2nd Flr, 20 King Street W, Toronto, ON. M5H 1C4 / 416-974-8007 Phn

From: Carl Gatt [mailto:cgatt@gattlogistics.com]
Sent: 2020, October, 21 2:10 PM
To: Gordon, Peter ; Ken Kallish ; Dimitry Beluli
Cc: Rachel Moses
Subject: Re: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

[External]/[Externe]

update ,

Truck 319 1XKWD49X0KJ958529 dropped 10/21/20

Truck 320 1XKWD49X7KJ958530 dropped 10/21/20

Trailers 53117 1RNF53A23MR052489 dropped 10/21/20

Trailer 48114 5MAPA4823KA047764 dropped 10/21/20

Trailer 53116 1RNF53A21MR052488 dropped 10/21/20

Trailer 1808 1E1H5Z682LR071239 dropped 10/21/20

Trailer 1E1H5Z689LR071237 dropped 10/21/20

I only have 4 more to drop that will be done tomorrow.

On 10/20/2020 3:59 PM, Gordon, Peter wrote:

Thank you Carl for the update.

Peter Gordon / Senior Manager / RBC Special Loans & Advisory Services / 2nd Flr, 20 King Street W, Toronto, ON. M5H 1C4 / 416-974-8007 Phn

From: Carl Gatt [mailto:cgatt@gattlogistics.com]
Sent: 2020, October, 20 3:57 PM
To: Ken Kallish ; Dimitry Beluli

Cc: Gordon, Peter ; Rachel Moses

Subject: RE: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

[External]/[Externe]

Trailer 1810 1RNF50A60LR048710 dropped and pictures taken

Trailer 53115 1RNF53A23LR048442 dropped and pictures taken

Trailer 1803 1RNF50A62LR048921 on Route will be dropped around 5pm pictures will be taken

Tomorrow you will have 3-4 more dropped. I will update as they are dropped.

Carl Gatt

President

Office 519-737-0777

Cell 519-300-1865

Fax 519-737-8872



From: Carl Gatt

Sent: Tuesday, October 20, 2020 1:28 PM

To: Ken Kallish; Dimitry Beluli

Cc: Gordon, Peter; Rachel Moses

Subject: RE: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

All equipment will be in that yard as out lined by Peter Gorden, The time frame will be completed by Thursday the 22nd. Please be aware that the drivers of the 2 Kenworth's have been instruckered to remove the plates.

Carl Gatt

President

Office 519-737-0777

Cell 519-300-1865

Fax 519-737-8872



From: Ken Kallish

Sent: Tuesday, October 20, 2020 1:13 PM

To: Dimitry Beluli

Cc: Gordon, Peter; Rachel Moses; Carl Gatt

Subject: RE: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

Jim,

It is not appropriate for RBC to answer even that question.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

From: Dimitry Beluli [<mailto:dbeluli@bglawteam.com>]

Sent: Tuesday, October 20, 2020 1:12 PM

To: Ken Kallish <KKallish@mindengross.com>

Cc: Gordon, Peter <peter.gordon@rbc.com>; Rachel Moses <RMoses@mindengross.com>; Carl Gatt <cGatt@gattlogistics.com>

Subject: RE: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

Ken,

We were not asking for information regarding Rady Go's finances or terms with RBC for the assumption, we just wanted to know if RBC has received an application to assume the leases that my client has guaranteed.

With respect to the trailers, my understanding is that the process to move the trailers has started today.

Jim

Dimitry Jim Beluli, J.D., M.Sc.



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Voted Best Law Firm in Windsor/Essex 2019

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For Mr. Beluli's Assistant dial: (519) 946-3094

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From: Ken Kallish

Sent: October 20, 2020 1:01 PM

To: Dimitry Beluli <dbeluli@bglawteam.com>

Cc: Gordon, Peter <peter.gordon@rbc.com>; Rachel Moses <RMoses@mindengross.com>; Carl Gatt <cGatt@gattlogistics.com>

Subject: RE: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

Importance: High

Jim,

With all due respect, we have already discussed this issue. You and Carl need to rely on Ready Go Transport's advice as to what steps it has taken with its RBC account manager, Siva. It appears that you appreciate that Siva cannot speak to your client regarding its discussions, if any, with Ready Go Transport. You will also appreciate that no one at RBC is able to disclose any communications RBC may have had with Ready Go Transport.

Would you please advise, as previously requested, when delivery of the RBC leased assets will commence. We confirm that on October 14, Carl confirmed that Gatt and Bartia have ceased business operations. RBC requested, and Car; agreed, to deliver the leased assets to a location to be determined by RBC. On October 15, Mr. Gordon advised Carl (see below e mail) of the location.

Has delivery commenced? If not, why not?

Your immediate response is requested.

Ken

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

From: Dimitry Beluli [<mailto:dbeluli@bglawteam.com>]

Sent: Tuesday, October 20, 2020 12:31 PM

To: Gordon, Peter <peter.gordon@rbc.com>; Carl Gatt <cgatt@gattlogistics.com>

Cc: Ken Kallish <KKallish@mindengross.com>

Subject: RE: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

Hi Peter,

Our problem is that my client has no one at the RBC to assist and advise us as to the status of the assignment. We do not wish to rely solely on Ready Go Transport's word alone, and of course, Siva will not speak to my client. Is there someone at RBC who we can speak to and advise us with respect to the lease assignments and status? We are not certain that Ready Go has even submitted an application (they say they have), hence Carl's question this morning.

Jim

Dimitry Jim Beluli, J.D., M.Sc.



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From: Gordon, Peter
Sent: October 20, 2020 11:54 AM
To: Carl Gatt <cgatt@gattlogistics.com>
Cc: Ken Kallish <KKallish@mindengross.com>; Dimitry Beluli <dbeluli@bglawteam.com>; sylmar@bellnet.ca
Subject: RE: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt
Importance: High

Carl,

As discussed last week I will not be involved in a credit application made by Ready Go Transport and I have not been made aware of same. You will need to communicate directly with the Ready Go in this regard.

Again, please confirm when delivery of the tractors and trailers will commence.

Thank you.

Peter Gordon / Senior Manager / RBC Special Loans & Advisory Services / 2nd Flr, 20 King Street W, Toronto, ON. M5H 1C4 / 416-974-8007 Phn

From: Carl Gatt [<mailto:cgatt@gattlogistics.com>]
Sent: 2020, October, 20 11:28 AM
To: Gordon, Peter <peter.gordon@rbc.com>
Cc: Ken Kallish <KKallish@mindengross.com>; Dimitry Beluli <dbeluli@bglawteam.com>; sylmar@bellnet.ca
Subject: Re: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

[External]/[Externe]

Peter,

Can you please confirm if all the proper paperwork has been submitted though Siva, for Ready Go TRANSPORT for the trailer and trucks.

Carl Gatt
 President
 519-736-3825 Office
 519-300-1865 Cell
Cgatt@gattlogistics.com

On Oct 20, 2020, at 9:44 AM, Gordon, Peter <peter.gordon@rbc.com> wrote:

Hello Carl,

Please confirm when delivery of the tractors and trailers will commence.

Thank you.

Peter Gordon / Senior Manager / RBC Special Loans & Advisory Services / 2nd Flr, 20 King Street W, Toronto, ON. M5H 1C4 / 416-974-8007 Phn

From: Gordon, Peter

Sent: 2020, October, 15 5:30 PM

To: 'Carl Gatt' <cgatt@gattlogistics.com>

Cc: Ken Kallish <KKallish@mindengross.com>; 'Dimitry Beluli' <dbeluli@bglawteam.com>; 'sylmar@bellnet.ca' <sylmar@bellnet.ca>

Subject: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

Importance: High

Hello Carl,

Further to our telephone conversation yesterday below is the address where we would like you to deliver the 12 trailers and 2 tractors (listed below) as soon as possible. The location company name is Syl-Mar Management and the primary contact is Al Davison.

Thank you.

Delivery address is 369 Maple Ave South, Burford, Ontario N0E 1A0 (519-449-3843 office)

Regular office hours are 8:30 to 4:30 but if they need extended hours to deliver, we can arrange to have someone here to receive them.

Please notify me when delivery will commence.

Thank-you

Al Davison

Syl-Mar Management

sylmar@bellnet.ca

TRAILERS

1810 Toronto, ON
 1809 Detroit, MI
 1807 Gary, Ind
 1806 Gary, Ind
 1805 Mississauga, ON
 1804 Russellville, KY
 1803 Dayton, OH
 48114 Windsor yard
 53117 Windsor yard
 53116 Windsor
 53118 Nanitcoke
 53115 Dexter, MI

TRACTORS

kenworth 319 Kingston, ON
 kenworth 320 Dayton, OH

Peter Gordon / Senior Manager / RBC Special Loans & Advisory Services / 2nd Flr, 20 King Street W, Toronto, ON. M5H 1C4 / 416-974-8007 Phn

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

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Rachel Moses

From: Rachel Moses
Sent: Thursday, October 22, 2020 4:03 PM
To: Dimitry Beluli; 'cgatt@gattlogistics.com'
Cc: Gordon, Peter; 'Carl Gatt'; Ken Kallish; Christine Cavarzan
Subject: ACTION REQUIRED: Statement of Claim in the matter of Royal Bank of Canada v. Bartia / Gatt - Motion for a Receiver
Attachments: Statement_of_Claim.pdf

Tracking:	Recipient	Delivery	Read
	Dimitry Beluli		
	'cgatt@gattlogistics.com'		
	Gordon, Peter		
	'Carl Gatt'		
	Ken Kallish	Delivered: 10/22/2020 4:03 PM	Read: 10/22/2020 4:06 PM
	Christine Cavarzan	Delivered: 10/22/2020 4:03 PM	Read: 10/22/2020 4:05 PM

Further to the email of Mr. Kallish below, please find attached RBC's statement of claim which seeks, among other things, the appointment of a receiver over the assets of Bartia and Gatt. We have asked the Court for an urgent date for the receivership hearing given that the businesses are no longer operating. As soon as we hear from the Court we will advise you. In any event, we will be serving you with RBC's motion record for the appointment of a receiver tomorrow. Please advise if you will i) accept service of the statement of claim and ii) consent to the appointment of the receiver. My cell if you need to speak with me is 647 968 5942.

Rachel Moses
 Minden Gross LLP

T: 416.369.4115 F: 416.864.9223 www.mindengross.com
 145 King St. West, Suite 2200, Toronto, ON M5H 4G2 Save contact details:
<http://www.mindengross.com/vcard.aspx?ID=Rachel-Moses>
 MERITAS LAW FIRMS WORLDWIDE

This communication is for the use of the individual or entity named herein and contains information that may be privileged and confidential. If you are not the intended recipient, any dissemination, distribution or copying of this message or its contents is strictly prohibited. If you have received this message in error, please advise the sender immediately.

-----Original Message-----

From: Ken Kallish
 Sent: Thursday, October 22, 2020 2:56 PM
 To: Dimitry Beluli <dbeluli@bglawteam.com>
 Cc: Gordon, Peter <peter.gordon@rbc.com>; Rachel Moses <RMoses@mindengross.com>; 'Carl Gatt' <cgatt@gattlogistics.com>
 Subject: RE: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

Jim,

You have already been advised that RBC is proceeding with an application to appoint a Receiver against Bartia and Gatt. We expect to have a return date early next week. Any transactions outside the ordinary course of business, including those described by Mr. Gatt in his below e mail, will be subject to the review of the Receiver.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation MERITAS LAW FIRMS WORLDWIDE

-----Original Message-----

From: Carl Gatt [mailto:cgatt@gattlogistics.com]

Sent: Thursday, October 22, 2020 2:15 PM

To: Gordon, Peter <peter.gordon@rbc.com>

Cc: Dimitry Beluli <dbeluli@bglawteam.com>; Rachel Moses <RMoses@mindengross.com>; Ken Kallish <KKallish@mindengross.com>

Subject: Re: Tractor & Trailer Delivery Address RE: RBC Bartia and Gatt

We have received direct deposit information on another \$30,000.00 that should be in by tomorrow. All other equipment that was leased under Gatt Logistics Inc. is in the process of getting paid out by Ready GO Transport there is no other equipment in Gatt or Bartia. I hope this answers all your questions.

Carl Gatt

President

519-736-3825 Office

519-300-1865 Cell

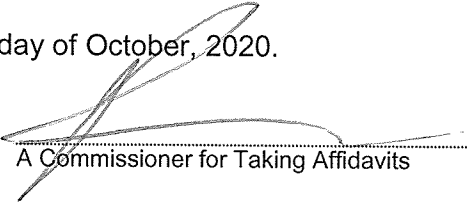
Cgatt@gattlogistics.com

> On Oct 22, 2020, at 2:08 PM, Gordon, Peter <peter.gordon@rbc.com> wrote:

>

This is Exhibit "O" referred to
in the Affidavit of Peter Gordon

Sworn this 23rd
day of October, 2020.



A Commissioner for Taking Affidavits

Court File No. CV-20-00649943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

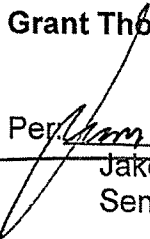
**BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP,
GATT LOGISTICS INC., SARBJIT KAUR, and CARL DWAIN GATT**

Defendants

CONSENT

Grant Thornton Limited hereby agrees to act as Receiver in the above-noted matter.

DATED at **TORONTO**, Ontario this 22nd day of October, 2020.

Grant Thornton LimitedPer 

Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice President

BETWEEN

ROYAL BANK OF CANADA

Plaintiff

-and-

BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP,
et al
Defendants

Court File No. CV-20-00649943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CONSENT

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Rachel Moses (LSO# 42081V)
rmoses@mindengross.com
Tel: 416-369-4115
Fax: 416-864-9223

Lawyers for the Plaintiff

(File No. 4120433)

BETWEEN

ROYAL BANK OF CANADA

Plaintiff

-and-

BARTIA TRANSPORT INC. operating as BLB TRANSPORT
GROUP, et al.
Defendants

Court File No. CV-20-00649943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AFFIDAVIT OF PETER GORDON

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Rachel Moses (LSO#42081V)
rmoses@mindengross.com
Tel: 416-369-4115
Fax: 416-864-9223

Lawyers for Royal Bank of Canada

(File No. 4120433)

TAB 3

Court File No. CV-20-00649943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

)

TUESDAY, THE 27TH

)

JUSTICE HAINEY

)

DAY OF OCTOBER, 2020

B E T W E E N :

ROYAL BANK OF CANADA

Plaintiff

- and -

**BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP, GATT
LOGISTICS INC., SARBJIT KAUR, and CARL DWAIN GATT**

Defendant

**ORDER
(appointing Receiver)**

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited as receiver [and manager] (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Bartia Transport Inc. operating as BLB Transport Group and Gatt Logistics Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day via Zoom video conference as a result of the COVID-19 pandemic.

ON READING the affidavit of Peter Gordon sworn October 23, 2020 and the Exhibits thereto and on hearing the submissions of counsel for Royal Bank of Canada, no one appearing for the Debtors although duly served as appears from the affidavit of service of [NAME] sworn October •, 2020 and on reading the consent of Grant Thornton Limited to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the

ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000.00, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall

provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver'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 Receiver'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 Receiver, or by further Order of this Court upon application by the

Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (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 THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract,

agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors 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 Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver'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.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in

priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (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/>) 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 21 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://linkprotect.cudasvc.com/url?a=https%3a%2f%2f%2f%2fwww.GrantThornton.ca%2fBartia&c=E,1,nceYyDyPkYSLh3SMEIj1pJqCqKzilwQC9dAsdI26w4NMysaARWxpRE4HcvP1qR14iKQAle8ZWdgDik4pEEKQ4SwxbWYDCkzWA5pa-ZfY65aANQI5cAQ,&typo=1>.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is 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 transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. **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 Receiver and its 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver 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 Receiver 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.

31. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. **THIS COURT ORDERS** that this order is effective from today's date and is hereby enforceable without the need for entry and filing.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties Bartia Transport Inc. operating as BLB Transport Group and Gatt Logistics Inc. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 2020 (the "**Order**") made in an action having Court file number CV-20-00649943-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

Grant Thornton Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____
Name:
Title:

B E T W E E N

ROYAL BANK OF CANADA

-and-

BARTIA TRANSPORT INC. operating as BLB TRANSPORT
GROUP, et al.

Plaintiff

Defendants

Court File No. CV-20-00649943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER**MINDEN GROSS LLP**Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2**Rachel Moses** (LSO#42081V)rmoses@mindengross.com

Tel: 416-369-4115

Fax: 416-864-9223

Lawyers for Royal Bank of Canada

(File No. 4120433)

TAB 4



Electronically issued
Délivré par voie électronique : 22-Oct-2020
Toronto

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP, GATT
LOGISTICS INC., SARBJIT KAUR, and CARL DWAIN GATT**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date October 22, 2020

Issued by _____
Local Registrar

Address of 330 University Avenue, 8th Floor
court office: Toronto ON M5G 1R7

TO: **BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP**
11 Hainer Court
Amherstburg ON N9V 4A2

AND TO: **GATT LOGISTICS INC.**
11 Hainer Court
Amherstburg ON N9V 4A2

AND TO: **SARBJIT KAUR**
55 Isaiah Drive
Kitchener ON N2E 0B2

AND TO: **CARL DWAIN GATT**
11 Hainer Court
Amherstburg ON N9V 4A2

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CLAIM

1. The plaintiff, Royal Bank of Canada ("**RBC**"), claims as against the defendants, Bartia Transport Inc. operating as BLB Transport Group ("**Bartia Transport**") and Gatt Logistics Inc. ("**Gatt Logistics**"), (collectively, the "**Companies**") as follows:

(a) an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, appointing Grant Thornton Limited ("**GTL**") as receiver (in such capacity, the "**Receiver**"), without security, over all of the assets, undertakings and property of the Companies,

2. RBC claims against the defendant, Sarbjit Kaur ("**Sarbjit**):

(a) payment in the sum CDN \$523,561.78 and under Sarbjit's guarantee of debts, liabilities and obligations of Bartia Transport to RBC, plus interest thereon from October 20, 2020 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5.00%, both before and after judgment;

(b) payment in the amount of \$5,657.18 in United States dollars and an order requiring payment of this amount by means of the amount of Canadian currency sufficient to purchase \$5,657.18 in United States dollars at a chartered bank in Ontario in accordance with the rate

- 4 -

established by the *Courts of Justice Act*, R.S.O. 1990, c. C.43, in respect of an overdraft, plus interest thereon from October 20, 2020 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5.00%, both before and after judgment.

3. RBC claims against the defendant, Carl Dwaine Gatt ("**Carl**):

- (a) payment in the sum \$1,930,629.51 under Carl's guarantee of debts, liabilities and obligations of Gatt Logistics to RBC, plus interest thereon from October 20, 2020 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5.00%, both before and after judgment;

4. RBC claims against the defendants collectively:

- (a) in the alternative to paragraphs 2(a) and 3(a), pre-judgment interest from May 1, 2020 and post-judgment interest, in accordance with sections 128 and 129 of the *Courts of Justice Act*;
- (b) the costs of this proceeding on a full indemnity basis, plus all applicable taxes; and
- (c) such further and other relief as to this Honourable Court may seem just.

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THE PARTIES

5. RBC is a chartered bank with offices in Toronto, Ontario.

6. Bartia Transport is a corporation incorporated pursuant to the laws of Ontario. Its registered office is located at 11 Hainer Court, Amherstburg, Ontario (the “**Amherstburg Premises**”).

7. Gatt Logistics is a corporation incorporated pursuant to the laws of Ontario with a registered office located at the Amherstburg Premises.

8. The Companies are engaged in the business of providing transportation, trucking, and logistics services.

9. Carl is an individual residing in the Province of Ontario. Carl is the sole officer and director of the Companies. Carl guaranteed the indebtedness of Gatt Logistics to RBC.

10. Sarbjit is an individual residing in the Province of Ontario. Sarbjit guaranteed the debts and liabilities of Bartia Transport to RBC.

BARTIA TRANSPORT - LOAN AGREEMENT AND SECURITY

11. Pursuant to a loan agreement dated March 28, 2019, and accepted by Bartia Transport on April 3, 2019 (as amended, replaced, restated or supplemented from

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time to time), the “**Bartia Transport Loan Agreement**”, RBC extended credit facilities to the Bartia Transport as follows:

Facility #1 \$150,000.00 revolving demand facility

Facility #2 \$500,000.00 revolving lease line of credit

Facility #3 \$500,000.00 revolving term facility by way of term loans

Other Visa business facility to a maximum of \$20,000.00

12. Under the Bartia Transport Loan Agreement, the revolving demand facility (also known as the operating facility) is repayable on demand. An event of default under the Bartia Transport Master Lease Agreement (see section 18.1(g)) occurs if Bartia Transport fails to perform its obligations under the Bartia Transport Loan Agreement, i.e., failure to pay the operating facility upon demand.

13. In support of the Bartia Transport Loan Agreement, Bartia Transport executed, among other things, a General Security Agreement on the Bank’s Standard Form 924 in favour of RBC.

14. In support of, and as further security for Bartia Transport’s obligations under the Bartia Transport Loan Agreement, by written guarantee and postponement of claim on the Bank’s Standard Form 812 dated April 3, 2019, Sarbjit guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Bartia Transport to RBC, limited to the

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principal amount of \$670,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment (the "**Bartia Transport Guarantee**").

15. The Bartia Transport Guarantee provides that:

- (a) the Guarantor guarantees payment of any and all present and future debts and liabilities owing to RBC by the borrower;
- (b) the Guarantee is continuing and all accounts guarantee and covers all liabilities and shall apply to secure any ultimate balance due, or remaining unpaid by the borrower to RBC;
- (c) the Guarantor's liability to make payment to RBC arises immediately upon receiving a written demand for payment from RBC;
- (d) a demand for payment is effectively made on the Guarantor by sending her an envelope containing a demand addressed to her place of address last known to RBC;
- (e) once demand has been made, the Guarantor is liable to RBC for interest on the amount demanded at a rate of 5.00% per annum above RBC's prime interest rate, from and including the date of demand until payment;

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- (f) the Guarantor is liable to RBC for all legal fees and costs that RBC incurs on a complete indemnity scale from and including the date of demand; and
- (g) RBC is not bound to exhaust recourse against the borrower, or other persons or security, before being entitled to payment from the Guarantor.

16. RBC pleads and relies upon all of the terms of the Bartia Transport Guarantee.

GATT LOGISTICS - LOAN AGREEMENT AND SECURITY

17. Pursuant to a loan agreement dated September 11, 2019, and accepted by Gatt Logistics on September 12, 2019 (as amended, replaced, restated or supplemented from time to time), the “**Gatt Logistics Loan Agreement**”, RBC extended credit facilities to the Gatt Logistics as follows:

Facility #1 \$500,000 revolving demand facility

Facility #2 \$1,370,000.00 revolving term facility by way of term loans

Facility #3 \$1,370,000.00 revolving lease line of credit by way of Leases

Other Visa business facility to a maximum of \$100,000.00

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18. Under the Gatt Logistics Loan Agreement, the revolving demand facility (also known as the operating facility) is repayable on demand. An event of default under the Gatt Logistics Master Lease Agreement (see section 18.1(g)) occurs if Gatt Logistics fails to perform its obligations under the Gatt Logistics Loan Agreement, i.e., failure to pay the operating facility upon demand.

19. In support of the Gatt Logistics Loan Agreement, Gatt Logistics executed, among other things, a General Security Agreement on the Bank's Standard Form 924 in favour of RBC.

20. In support of, and as further security for Gatt Logistics' obligations under the Gatt Logistics Loan Agreement, by written guarantee and postponement of claim on the Bank's Standard Form 812 dated May 17, 2019, Carl guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Gatt Logistics to RBC, limited to the principal amount of \$1,950,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment (the "**Gatt Logistics Guarantee**").

21. The Gatt Logistics Guarantee provides that:

- (a) the Guarantor guarantees payment of any and all present and future debts and liabilities owing to RBC by the borrower;

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- (b) the Guarantee is continuing and all accounts guarantee and covers all liabilities and shall apply to secure any ultimate balance due, or remaining unpaid by the borrower to RBC;
- (c) the Guarantor's liability to make payment to RBC arises immediately upon receiving a written demand for payment from RBC;
- (d) a demand for payment is effectively made on the Guarantor by sending him an envelope containing a demand addressed to his place of address last known to RBC;
- (e) once demand has been made, the Guarantor is liable to RBC for interest on the amount demanded at a rate of 5.00% per annum above RBC's prime interest rate, from and including the date of demand until payment;
- (f) the Guarantor is liable to RBC for all legal fees and costs that RBC incurs on a complete indemnity scale from and including the date of demand; and
- (g) RBC is not bound to exhaust recourse against the borrower, or other persons or security, before being entitled to payment from the Guarantor.

22. RBC pleads and relies upon all of the terms of the Gatt Logistics Guarantee.

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DEFAULT AND DEMAND FOR REPAYMENT

23. The accounts of the Companies were transferred to RBC's Special Loans Group in or about August 2020.

24. By letters dated September 8, 2020, RBC made demand on the Companies for repayment of, among other things, the operating facilities (the "**Operating Indebtedness**"). As part of the demand letters, RBC also gave notice of its intention to enforce its security against the Companies pursuant to section 244(1) of the Bankruptcy and Insolvency Act (the "**BIA**") (the "**BIA Notice**"). Demand was also made on Sarbjit and Carl pursuant to the Bartia Transport Guarantee and the Gatt Logistics Guarantee, as applicable.

25. The demand period expired and the Companies failed to repay the Operating Indebtedness owing to RBC.

26. The Companies' failure to pay the Operating Indebtedness to RBC constituted an event of default under the Bartia Transport Master Lease Agreement and under the Gatt Logistics Master Lease Agreement, entitling RBC to make demand for all amounts owing under the Master Lease Agreements.

27. Accordingly, by letters dated September 29, 2020, RBC made demand on the Companies for all amounts owing under the Bartia Transport Master Lease Agreement and under the Gatt Logistics Master Lease Agreement. As part of the demand letters, RBC also gave the BIA Notice to each of Bartia Transport and Gatt Logistics.

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Demand was also made on Carl and Sarbjit pursuant to the Bartia Transport Guarantee and the Gatt Logistics Guarantee, as applicable.

28. The demand period has expired and the Companies have failed to repay the indebtedness to RBC.

29. The amount outstanding and owing by Bartia Transport to RBC as at October 19, 2020, excluding legal and professional fees, is as follows:

Leases \$509,424.79

Overdraft \$14,136.99

Overdraft (US) \$5,657.18

30. The amount outstanding and owing by Gatt Logistics to RBC as at October 19, 2020, excluding legal and professional fees, is as follows:

Operating Facility \$364,282.48

Leases \$1,565,120.70

Overdraft \$1,226.33

RELIEF SOUGHT

31. RBC has provided the Companies with more than sufficient time to repay the indebtedness and comply with their obligations under their respective loan

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agreements and security. The Companies have been unable to fulfil their obligations to RBC.

32. The Companies are no longer operating and their fleet of trucks, trailers and tractors has been returned to a secured site.

33. The appointment of a receiver is provided for in the security delivered by the Companies to RBC.

34. RBC specifically pleads and relies upon the terms of the Bartia Transport Loan Agreement, the Gatt Logistics Loan Agreement, the Bartia Transport Guarantee, the Gatt Logistics Guarantee, and the General Security Agreements delivered by each of Bartia Transport and Gatt Logistics.

35. At the time of pleading, the indebtedness remains outstanding by the defendants.

36. RBC therefore pleads that the defendants are liable to it for the relief sought herein.

October 22, 2020

MINDEN GROSS LLP
Barristers and Solicitors
2200 – 145 King Street West
Toronto, ON M5H 4G2

Rachel Moses (LSO# 42081V)
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Lawyers for the Plaintiff

B E T W E E N

ROYAL BANK OF CANADA

Plaintiff

-and-

**BARTIA TRANSPORT INC. operating as BLB TRANSPORT GROUP,
et al**

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

STATEMENT OF CLAIM

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Lawyers for the Plaintiff

(File No. 4120433)

B E T W E E N

ROYAL BANK OF CANADA

Plaintiff

-and-

BARTIA TRANSPORT INC. operating as BLB TRANSPORT
GROUP, et al.

Defendants

Court File No. CV-20-00649943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD
(HEARING DATE: OCTOBER 27, 2020)**

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
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Lawyers for Royal Bank of Canada

(File No. 4120433)