

**THE QUEEN'S BENCH  
WINNIPEG CENTRE**

**IN THE  
MATTER OF:**

**THE APPOINTMENT OF A RECEIVER  
PURSUANT TO SECTION 243 OF THE  
*BANKRUPTCY AND INSOLVENCY ACT*, RSC  
1985, c B-3, AS AMENDED AND SECTION 55  
OF *THE COURT OF QUEEN'S BENCH ACT*,  
CCSM c C280**

**B E T W E E N:**

**THE TORONTO-DOMINION BANK,**

**Plaintiff,**

**- and -**

**KING CARGO EXPRESS LTD. AND CANADA CARGO LINES LTD.**

**Defendants.**

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**AFFIDAVIT OF SCOTT SEMLER  
SWORN: SEPTEMBER 25, 2020**

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Client File No. 127469-1532**

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**AFFIDAVIT OF SCOTT SEMLER**

I, SCOTT SEMLER, of the City of Calgary, in the Province of  
Alberta, Account Manager - Financial Restructuring Group.

**MAKE OATH AND SAY THAT:**

1. I am an Account Manager in the Financial Restructuring Group  
for The Toronto-Dominion Bank (“**TD**”), the Plaintiff in this Action. As such,  
I have personal knowledge of the matters herein deposed to save where stated

to be based upon information and belief and where so stated I do verily believe the same to be true.

2. I have reviewed the business records maintained by TD herein in respect of the matters at issue, which I verily believe were made in the ordinary and usual course of business. Where I do not have direct personal knowledge of matters deposed to herein, and my knowledge is derived from my review of the business records, I have attached relevant copies of those business records as exhibits to my Affidavit.

### **The Parties**

3. TD is a Canadian chartered bank doing business in the City of Winnipeg, and elsewhere in Manitoba.

4. The Defendant Kings Cargo Express Ltd. (“**Kings Cargo**”) is a corporation incorporated pursuant to the laws of the Province of Manitoba and carries on business in the City of Winnipeg in the Province of Manitoba. Attached hereto and marked as **Exhibit “1”** is a Manitoba Corporation’s search for Kings Cargo. The records of TD provide that Kings Cargo operates out of 1870 King Edward Street, Winnipeg, Manitoba.

5. The Defendant Canada Cargo Lines Ltd. (“**Canada Cargo**”) is a corporation incorporated pursuant to the laws of the Province of Manitoba and carries on business in the City of Winnipeg in the Province of Manitoba.

Attached hereto and marked as **Exhibit “2”** is a Manitoba Corporation’s search for Canada Cargo.

6. Kings Cargo and Canada Cargo provide long haul trucking delivery services in Manitoba, and across Canada and the United States. Kings Cargo and Canada Cargo may be collectively referred to by me as the **“Debtors”**.

### **The TD Credit Agreement**

7. The records of TD disclose that in or around March 9, 2018, Kings Cargo entered into a Business Loan Credit Agreement with TD whereby TD agreed to extend Kings Cargo the following credit facilities:

- a) A revolving operating line of credit for the sum of \$2,100,000.00 which Kings Cargo agreed to repay with interest at TD’s Prime Rate of interest, as declared by TD from time to time, plus 2.5 percent per annum (the **“Operating Loan”**);
- b) A committed single use reducing term loan facility in the amount of \$500,000, which Kings Cargo agreed to repay with interest at TD’s Prime Rate of interest, as declared by TD from time to time, plus 2.5 percent per annum (the **“Term Loan”**); and
- c) A Visa Credit Card Facility in the amount of \$50,000, which Kings Cargo agreed to repay with interest at a rate of 19.99% per annum (the **“Visa Facility”**, together with the Operating Loan and Term Loan, collectively the **“Credit Facilities”**).

8. Attached hereto and marked as **Exhibit “3”** is a true copy of the Business Loan Credit Agreement executed by Kings Cargo on March 9, 2018 and an amending agreement dated November 13, 2018 executed by Kings



Cargo amending certain positive covenants of Kings Cargo (collectively the **“TD Credit Agreement”**).

9. It is a condition of the TD Credit Agreement, among other things, that:

- a) the Operating Loan would only be used to fund working capital requirements of Kings Cargo and for no other purposes;
- b) upon demand by TD, Kings Cargo would be required to repay the full amounts advanced by TD to Kings Cargo under the Operating Loan, with all interest thereon;
- c) the Operating Loan would be uncommitted and made available at TD’s discretion. The occurrence of an event of default under the TD Credit Agreement would not be a precondition to TD’s rights to accelerate repayment and cancel the availability of the Operating Loan;
- d) upon default, TD Bank would be entitled to accelerate the payment of principal and interest owing under the Credit Facilities and cancel any undrawn portion of the Credit Facilities;
- e) the Debtors would provide annual review engagement financial statements to TD within 120 days of their fiscal year end, which is December 31 in a form acceptable to TD;
- f) the Debtors would provide aged accounts receivable and accounts payables reporting to TD on a monthly basis within 30 days of each month end, accompanied by a completed & signed borrowing base compliance certificate;
- g) the Debtors would maintain a debt service coverage ratio (“**DSC**”) of not less than 120%, to be tested on the combined results of the Debtors’ annual reporting;
- h) Kings Cargo would not create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness permitted by TD);

- i) Kings Cargo would be responsible for all of TD's fees and expenses, including but not limited to all legal fees related to enforcing the TD Credit Agreement.
10. The records of TD disclose that TD duly advanced the credit contemplated under the Credit Facilities to Kings Cargo.

### **The Guarantee**

11. As a further term of providing credit to Kings Cargo, Canada Cargo agreed to guarantee repayment of Kings Cargo's indebtedness to TD and executed a written guarantee (which included an embedded Postponement and Assignment) dated March 19, 2018, which is attached hereto and marked as **Exhibit "4"** (the "**Guarantee**"). The Guarantee contains the following express terms and conditions, *inter alia*:

- a) Canada Cargo unconditionally, and irrevocably guaranteed on an unlimited basis payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, wheresoever and howsoever incurred of Kings Cargo to TD matured or not, at any time owing by Kings Cargo to TD;
- b) the Guarantee would be a continuing guarantee, and would apply to and secure any ultimate balance due or remaining unpaid to TD by Kings Cargo;
- c) TD would not be bound to exhaust its recourse against Kings Cargo or any other securities it may hold at the time before being entitled to payment from the Canada Cargo of Kings Cargo's liabilities to TD;
- d) interest would accrue on the Guarantee following demand equal to TD's Prime Rate of interest, declared from time to time, plus 2.5% per annum with respect to the amounts owing against Operating Loan and Term Loan and 19.99% per annum with respect to the Visa Facility;
- e) Canada Cargo would be responsible to pay all of TD's costs and expenses, including legal fees on a solicitor and own client basis for enforcing the Guarantee.

## **The Security**

12. To secure its obligations to TD, Kings Cargo granted TD a general security agreement dated March 19, 2018 (the "**Kings Cargo GSA**"). A copy of the Kings Cargo GSA is attached hereto, marked as **Exhibit "5"**.

13. To further secure its obligations to TD, Canada Cargo also granted TD a general security agreement dated March 19, 2018 (the "**Canada Cargo GSA**"). A copy of the Canada Cargo GSA is attached hereto, marked as **Exhibit "6"**.

14. Both of the Kings Cargo GSA and Canada Cargo GSA contained express terms and conditions, including:

- a) The Debtors granted TD security interests over all of their present and after acquired personal property and all other property, assets and undertakings. This would include the Debtors' accounts receivables ("**A/R**");
- b) upon default, the Debtors agreed that the Plaintiff may apply to Court for the appointment of a receiver and manager over their undertaking, property and assets;
- c) The Debtors agreed to pay TD's costs of enforcement, including legal fees on a solicitor and his own client basis.

15. As further security for repayment of the TD Credit Agreement, Kings Cargo delivered to TD an Assignment of Fire Insurance and Certificate of Property Insurance dated March 19, 2018, which is attached hereto and marked as **Exhibit "7"** ("**Assignment of Insurance**").

16. The Kings Cargo GSA and Canada Cargo GSA, along with the Postponement and Assignment embedded in the Guarantee, and the Assignment of Insurance are collectively referred to as the "**Security**".

17. The records of TD provide that TD perfected its Security by filing registrations with the Manitoba Personal Property Registry ("**Manitoba PPR**"). Copies of a Manitoba PPR Debtor Name Search results for each of the Debtors are attached hereto, marked as **Exhibit "8"** and **Exhibit "9"** respectively.

18. TD has first ranking registrations in Manitoba PPR against all of the Debtors' present and after acquired personal property and holds first ranking security interests over the following 23 pieces of equipment:

| Serial Number      | Category      | Year | Description      |
|--------------------|---------------|------|------------------|
| 2WKLDD2G01K969415  | Motor Vehicle | 2001 | Western Star     |
| 1FUYSWDBXYHG70821  | Motor Vehicle | 2000 | Freightliner     |
| 4V4MC9GG22N331821  | Motor Vehicle | 2002 | Volvo            |
| 4V4MC9GG12N331826  | Motor Vehicle | 2002 | Volvo            |
| 4V4NC96GH53N347316 | Motor Vehicle | 2003 | Volvo            |
| 4V4NC9GH35N393021  | Motor Vehicle | 2005 | Volvo- VNL64T670 |
| 1FUJA6CVX5LV13511  | Motor Vehicle | 2005 | Freightliner     |

|                   |               |      |               |
|-------------------|---------------|------|---------------|
| 1UYVS25318U322912 | Motor Vehicle | 2008 | Utility       |
| 1HSHXAXR04J016134 | Motor Vehicle | 2004 | International |
| 4VG7DAGF2XN788979 | Motor Vehicle | 1999 | Volvo         |
| 2LDPF5337EL057313 | Motor Vehicle | 2014 | Lode King     |
| 4V4MC9GG22N331768 | Motor Vehicle | 2002 | Volvo         |
| 2LDSD4826DG055621 | Motor Vehicle | 2013 | Lode King     |
| 1XKTDU8X47J203279 | Motor Vehicle | 2007 | Kenworth      |
| 1HSHXAXR24J015454 | Motor Vehicle | 2004 | International |
| 1FUJA6CG01LH5804  | Motor Vehicle | 2001 | Freightliner  |
| 1FUYDXYP6TP718257 | Motor Vehicle | 1996 | Freightliner  |
| 1FUYDEDB6XLB25170 | Motor Vehicle | 1999 | Freightliner  |
| 2FUY3MDB0WA889501 | Motor Vehicle | 1998 | Freightliner  |
| 1FUJA6CK75LV03511 | Motor Vehicle | 2005 | Freightliner  |
| 1HSHXAHR94J093454 | Motor Vehicle | 2004 | International |
| 2LDSD48289G049648 | Motor Vehicle | 2009 | Lode King     |

|                   |               |      |                |
|-------------------|---------------|------|----------------|
| 1XPHDP9X2CD147335 | Motor Vehicle | 2012 | Peterbilt, 386 |
|-------------------|---------------|------|----------------|

19. From my review of the Manitoba PPR searches, there are several prior and subsequent serial number good registrations to those of TD's registrations (approximately 25 prior and subsequent registrations against approximately 50 pieces of equipment). Out of an abundance of caution, TD has recently registered in Manitoba PPR against all of those other serial numbered goods registered in Manitoba PPR against the Debtors. This has occurred to prevent the dissipation of any of these assets and a subsequent loss of any equity belonging to TD in that equipment.

20. Due to the nature of TD's collateral, which includes long haul semi-trucks which travel between Canadian provinces, TD has also recently registered its security interests in the British Columbia, Alberta, Saskatchewan and Ontario personal property registries. Attached hereto and marked as **Exhibits "10", "11", "12" and "13"** are joint personal property registry searches from British Columbia, Alberta, Saskatchewan and Ontario of the Debtors.

21. I also point out there is one Manitoba PPR registration by L.A.K.E.S. Leasing Corporation ("L.A.K.E.S.") which includes language indicating that L.A.K.E.S. may have a general security agreement over any and all equipment and receivables owned by Kings Cargo. Prior to TD providing financing to the Debtors, L.A.K.E.S. provided a letter dated February 21, 2018, which is attached hereto and marked as **Exhibit "14"**, confirming that its security interest only relates to five (5) pieces of equipment and it does not have a general security agreement over Kings Cargo.

22. I further point out that joint debtors are listed for numerous Manitoba PPR registrations for Kings Cargo, namely three companies called Easy FR8 Lines Ltd. (“**Easy FR8**”), DTS Trucking, Ltd. (“**DTS**”) and Kings Cargo Group Ltd. (“**Kings Cargo Group**”). Attached hereto and marked as **Exhibit “15”** and **Exhibit “16”** are Manitoba corporate searches of Easy FR8 and “Lavish Transport Ltd.” (“**Lavish**”), as well as a Nuans pre-search for Lavish at Exhibit 16. The corporate search for Lavish provides that Lavish is owned and controlled by Mr. Manjinder Rehal who is also a personal guarantor of the indebtedness owing by Kings Cargo to TD. Attached hereto and marked as **Exhibit “17”** is a copy of Mr. Rehal’s personal guarantee to TD dated March 19, 2018. The corporate search of Lavish further provides that Lavish was previously named DTS Trucking Ltd., and then again changed its name in August, 2019 to Kings Cargo Group. Ltd. before changing its name again to Lavish Transport Ltd. The Nuans search for Lavish provides there are no other businesses in Manitoba providing trucking services registered with the name “Lavish”. Attached hereto and marked as **Exhibit “18”** are Manitoba PPR searches for Lavish indicating Lavish has a debtor address of 344 Dawson Road N. Winnipeg, Manitoba. Lavish has also been added as a joint debtor to TD’s PPR registrations against the Debtors out of an abundance of caution, as a result of the facts set out herein.

23. The records of TD further provide that Kings Cargo, when seeking financing from TD, represented to TD that: (a) Kings Cargo Group was setup as a holding company to carry trucking insurance, (b) DTS Trucking was a dissolved company and (c) Easy FR8, which had been owned and operated by Mr. Rehal, had also dissolved and its operations were moved into the Debtors’ operations. Attached hereto and marked as **Exhibit “19”** are TD internal notes regarding same.

### **History of Matter**

24. In or around August, 2019, the Debtors' file was transferred to TD's Financial Restructuring Group ("**TD FRG**") wherein I have since had conduct of the matter. The records of TD provide that the file was transferred for various reasons::

- a) The Debtors created a borrowing base shortfall;
- b) Kings Cargo caused excesses on the Operating Loan by overdrawing its account on a regular basis;
- c) The Debtors were regularly late on their requisite monthly reporting;
- d) The Operating Loan was fully utilized and limited fluctuation was evident. Based on the information provided by the Debtors, the high utilization appears to have been the result of the Debtors' insufficient cash flow. This has continued since the file was transferred to TD FRG;
- e) The Operating Loan was further maximized as a result of the Debtors using the Operating Loan to finance owner-operator semi-truck leases. However, the Operating Loan's sole purpose was to fund Kings Cargo's daily working capital requirements;
- f) The Debtors were holding bank accounts with Royal Bank of Canada ("**RBC**") and Bank of Montreal ("**BMO**") and were transferring funds from the Operating Loan into their accounts with those financial institutions;
- g) Several deposits were returned NSF from Kings Cargo's accounts with RBC and BMO raising concerns by TD about potential improper transactions;
- h) Since February, 2019, the Debtors joint DSC was below the requisite 120%;
- i) The Debtors failed to provide their 2018 annual review engagement financial statements to TD within 120 days of their fiscal year end of December 31 (in other words by April 30, 2019) and in a format acceptable to TD.



25. Accordingly, on or around August 22, 2019, Mr. Kyle Doberstein, the Debtors' Commercial Account Manager in Winnipeg and I met with Mr. Manu Dhillon, an employee of Kings Cargo. At the meeting, I advised Mr. Dhillon that TD had decided to end its banking relationship with Kings Cargo and requested that Kings Cargo seek new financing to repay the Credit Facilities in a reasonable period of time. Attached hereto and marked as **Exhibit "20"** is an email string starting August 28, 2019 evidencing this meeting, which includes a subsequent response from the Debtors' accountant Mr. Muhammed Saleem to TD indicating that Kings Cargo wanted a smooth transition to another financial institution. Following the meeting, TD issued a de-marketing letter to Kings Cargo which is attached hereto and marked as **Exhibit "21"** on Friday, August 30, 2019 (the "**De-marketing Letter**"). The De-marketing Letter provided Kings Cargo the following timeframes:

- a) The provision of a term sheet from a viable third party financial institution to be provided to TD by September 30, 2019;
- b) Full payout of the indebtedness owing to TD under the Credit Facilities by October 31, 2019.

26. Following the issuance of the De-marketing Letter, Mr. Singh advised me in or around the beginning of November, 2019, that the Debtors' 2018 financial year end review engagements statements ("**FYE 2018 RE FS**") were at the final sign-off stage with their accountant and thus Kings Cargo requested additional time to seek financing as third party lenders would require the FYE 2018 RE FS as part of their due diligence. As a result, TD agreed to provide an extension of thirty (30) days until November 30, 2019 for final payout. Attached hereto and marked as **Exhibit "22"** is TD's letter dated October 31, 2019 in this regard.

27. On November 11, 2019, the Debtors provided their FYE 2018 RE FS, which was 315 days late after their fiscal year end of December 31, 2018.

28. In early December, 2019, I met with Mr. Sharanjit Singh the President, sole director and shareholder of the Debtors (who also executed a personal guarantee dated March 13, 2018 for the benefit of TD, which is attached hereto and marked as **Exhibit “23”**) and Mr. Saleem in Winnipeg to discuss Kings Cargo’s financing progress and to determine a final timeline to get TD paid out. Mr. Singh advised me that other third party lenders were now looking for updated December 31, 2019 year-end financial statements as part of their due diligence. Accordingly, TD agreed to extend a further ninety (90) days to the Debtors to complete their 2019 year-end financial statements and to pay out TD.

29. As a result of the COVID-19 outbreak beginning in March, 2020, TD provided further additional time to Kings Cargo to repay the amounts owing under the Credit Facilities. TD thereafter issued a further letter to Kings Cargo dated April 20, 2020, which is attached hereto and marked as **Exhibit “24”** providing an additional thirty (30) day period to May 20, 2020 for Kings Cargo to find an alternative lender and until July 18, 2020 (90 days) to provide TD full payout.

30. Shortly thereafter, Mr. Singh advised me that he was having difficulties engaging lenders to payout TD. I provided Mr. Singh contact information for a referral which could assist the Debtors in engaging factoring companies to purchase the A/R secured by TD but he advised me that the Debtors had their own contacts. As a result, TD agreed to provide a further additional thirty (30) days to Kings Cargo until July 21, 2020 to find an

alternative lender and until August 20, 2020 to provide TD full payout, approximately one year from the date of the De-marketing Letter. Attached hereto and marked as **Exhibit “25”** is TD’s letter dated May 22, 2020 evidencing same.

31. On or around June 25, 2020, further discussions and written communications commenced between myself and Mr. Singh wherein I advised him that TD would be agreeable to further extending the timeframe for full repayment to September 30, 2020 on the condition that \$150,000 was paid by the Debtors towards reducing the Operating Loan by June 30, 2020 and another \$150,000 was paid by September 30, 2020. The Operating Loan would then be permanently reduced by those amounts. I also requested the Debtors monthly reporting for May, 2020 in writing which had yet to be provided. Mr. Singh subsequently advised me in writing that the Debtors would not agree to provide these payments (which the Debtors would need to borrow) only in exchange for a further extension of time and would only provide them on the condition that TD agreed to continue its banking relationship with Kings Cargo. Attached hereto and marked as **Exhibit “26”** is TD’s letter dated July 7, 2020 setting out TD’s conditions for extending further time and an email exchange between Mr. Singh and myself beginning at June 25, 2020 which is marked as **Exhibit “27”** evidencing our communications.

32. As a result of the following factors below, TD decided to engage Dentons Canada LLP (“**Dentons**”) as its legal counsel to issue formal demands upon the Debtors:

- a) Mr. Singh’s guidance that the Debtors would not agree to an Operating Loan reduction,

- b) the prior reasons Kings Cargo's file was transferred into TD FRG (see paragraph 24 above),
- c) the approximately one year period of time already provided to Kings Cargo to pay-out TD,
- d) the following which continues to occur to the date of this Affidavit:
  - i. The Debtors have failed to provide their monthly reporting for the months of May-August, 2020 up to the date of this Affidavit. TD has no visibility on the status of the A/R of which it holds as one of its primary forms of security without the requisite monthly reporting. TD further has no visibility without reporting of the potential pay down of the Operating Loan which is fully utilized and has zero fluctuation. The Debtors also continue to hold accounts at RBC and Bank of Montreal and thus without reporting its unknown whether the A/R is being diverted to those other institutions;
  - ii. the records of TD provide that the Debtors' DSC remains under margin, and specifically at approximately 60%;
  - iii. Kings Cargo regularly overdraws on the Operating Loan without providing adequate payments into the account to reduce the line.

33. On or around July 20, 2020, Dentons issued formal demand letters and Notices of Intention to Enforce Security under subsection 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 on the Debtors. The respective demand letters and notices are attached hereto, marked as **Exhibit "28"** and **Exhibit "29"** respectively.

34. Following the formal demands and section 244 notices being issued by Dentons, TD instructed Dentons to discuss possible forbearance arrangements with the Debtors' legal counsel. I am advised by Mr. Sam Gabor of Dentons ("**Mr. Gabor**") that he subsequently entered into further dialogue

with Mr. Michael Weinstein, counsel for the Debtors and Mr. Singh, and Ms Karen Poetker, counsel for Mr. Rehal, advising them that TD would be agreeable affording the Debtors, Mr. Singh and Mr. Rehal an additional reasonable period of time to repay TD under formal terms of forbearance which would include Deloitte Restructuring Inc. (“**Deloitte**”) performing a necessary “looksee” and monitoring of the Debtors in order for TD to obtain appropriate visibility as to the condition of the Debtors’ businesses. In response, Ms. Weinstein was instructed by the Debtors to merely advise that they would require an additional year to seek financing. Attached hereto and marked as **Exhibit “30”** is Mr. Weinstein’s letter dated September 8, 2020 providing same.

35. In response, TD instructed Dentons to issue a formal letter to Mr. Weinstein dated September 15, 2020, which is attached hereto and marked as **Exhibit “31”**, setting out in writing the overarching terms TD would be agreeable to under a formal forbearance agreement, namely:

- a) The Debtors would be provided a three month period of formal forbearance starting from the beginning of September, 2020 and ending November 30, 2020;
- b) The Debtors would be required to make payments each month totaling 30% of their outstanding accounts receivable towards the Operating Loan. Following each payment, the Operating Loan would be permanently reduced by the amount so paid;
- c) The Debtors would provide updated accounts receivable reporting to TD Bank on the first business day of each month in compliance with the standard reporting obligations under the TD Credit Agreement they were required to meet regardless of a formal forbearance agreement;
- d) The Debtors would permit Deloitte to perform an immediate “looksee” of the Debtors and provide monitoring of the companies;

- e) The interest rate Kings Cargo would pay with respect to the Operating Loan and Term Loan would increase from prime plus 2.5% to prime plus 4.5%.
- f) The Debtors would be required to enter into standard form consent judgments and consents to receivership.

36. In response to Dentons' letter, Mr. Weinstein provided Mr. Gabor an email response indicating that he was instructed to repeat his clients' "earlier offer" as set out in his September 8, 2020 letter. Attached hereto and marked as **Exhibit "32"** is Mr. Weinstein's email dated September 17, 2020 in this regard.

37. Following reception of Mr. Weinstein's email, TD instructed Dentons to send letters to the account debtors of the Debtors pursuant to TD's rights under the *Personal Property Security Act* so that the account debtors were provided notice of TD's security in the A/R and to make payment of the A/R directly to TD. Attached hereto and marked as **Exhibit "33"** is an example one such letter. Attached hereto and marked as **Exhibit "34"** is the final A/R reporting TD received from the Debtors as of April 30, 2020 indicating that the Debtors had approximately \$2.5MM in A/R from over 230 different account debtors (the "**April 2020 Reporting**"). I understand that if a receiver is appointed, the receiver will be responsible for collecting the A/R following the appointment and not TD.

38. I am advised by Mr. Gabor and Mr. Changhai Zhu, an articling student at Dentons ("**Mr. Zhu**") that following Dentons issuing the notice letters to the Debtors' account debtors, Dentons received written and verbal responses from several account debtors indicating that their accounts, which were listed as outstanding in the April 2020 Reporting, had: (a) been paid prior to the April, 2020, (b) may not have been A/R of Kings Cargo but was being

included in the April 2020 Reporting or (3) was Kings Cargo's A/R but was being diverted to Lavish:

- a. Attached hereto and marked as **Exhibit "35"** is an email string dated September 24, 2020 between Mr. Gabor and Patrick James Blaine, General Counsel for TFI International Inc., the parent company of Stream Logistics, indicating that Stream Logistic's account owing to Kings Cargo had been paid in 2014 and Kings Cargo was not a customer of Steam Logistics. The April 2020 Reporting indicates that Stream Logistics owed Kings Cargo \$6,300 and was 31-60 days in arrears;
- b. Attached hereto and marked as **Exhibit "36"** is an email dated September 24, 2020 between Mr. Jake Peters of New Hope Transport Ltd., ("**New Hope**") indicating that New Hope had its last account with Kings Cargo in February 17, 2020 which was paid March 18, 2020. The April 2020 Reporting indicates that New Hope owed Kings Cargo \$18,700 and was 61-90 days in arrears;
- c. An employee of Fairway Transportation Services ("**Fairway**") advised Mr. Zhu via telephone on September 24, 2020 that Fairway had previously done business with Kings Cargo and its last payment was for \$2,700 in September, 2019. Fairway did not owe any money to Kings Cargo and Fairway has had no communication with Kings Cargo since September, 2019. The April 2020 Reporting indicates that Fairway owed Kings Cargo \$150 and was 0-30 days in arrears.
- d. Nicole Piworowicz, an employee of North America's Transportation Service ("**North America**") provided Dentons on September 24, 2020

- with an invoice package dated January 24, 2020 issued by Lavish to North America indicating that North America owed Lavish \$3,350. Attached hereto and marked as **Exhibit “37”** is the package. Attached hereto and marked as **Exhibit “38”** is reporting from Kings Cargo to TD for the month of February, 2020 indicating that the \$3,350 receivable was owed to Kings Cargo and not Lavish.
- e. Attached hereto and marked as **Exhibit “39”** is an email dated September 24, 2020 from Mr. Rob Evenson of Kleysen Group Ltd. (“**Kleysen**”) to Mr. Gabor wherein he advised that Kleysen did not owe any money to Kings Cargo, had not worked with Kings Cargo for more than a year and was last invoiced by Kings Cargo on August 1, 2019. The April 2020 Reporting indicates that Kleysen owes Kings Cargo \$3,100 and is 0-30 days in arrears.
- f. Rod Miron, an employee of Big Freight Systems Inc. (“**Big Freight**”) advised Mr. Zhu on September 24, 2020 that Big Freight had payment for 10 loads owing to King Cargo but was instructed via carrier package from Lavish to pay Lavish instead of Kings Cargo because Kings Cargo had recently had made a name change and had begun operating under Lavish.
- g. Attached hereto and marked as **Exhibit “40”** is an email string dated September 25, 2020 between Ms Jessica Choquette of Arrival Ground Transportation (“**Arrival**”) and Mr. Gabor wherein Ms. Choquette advised that Kings Cargo was not in Arrival’s system and Arrival had paid \$10,000 on or around March 5, 2020 to Lavish. The April 2020 Reporting indicates that Arrival owed Kings Cargo \$10,000 as of April 30, 2020 and was 61-90 days in arrears.



h. Attached hereto and marked as **Exhibit “41”** is an email dated September 25, 2020 from Mr. Dan Frechette of Petra Freight (“**Petra**”) to Mr. Gabor wherein he advised that Petra did not owe any money to Kings Cargo and its last payment was made February 10, 2020 for \$5,600. Further attached is an invoice provided by Mr. Frechette in which “Kings Cargo Group LT” invoiced Petra \$5,600 on February 10, 2020. I note that the address of the invoice is 344 Dawson Road North, Winnipeg, which is the same address as Lavish’s address. The April 2020 Reporting indicates that Petra owes Kings Cargo (and not “Kings Cargo Group LT” or Lavish) \$5,600 and is 61-90 days in arrears.

**Indebtedness Owing to TD**

39. The records of TD provide that pursuant to its respective obligations under the TD Credit Agreement, Kings Cargo is indebted to TD in an amount that, as of September 22, 2020, which equals \$2,243,068.33, plus further accrued and accruing interest, costs and expenses (including legal costs on a solicitor and its own client, full indemnity basis) comprised as follows:

| <b><u>Facility</u></b> | <b><u>Balance</u></b> | <b><u>Accrued Interest</u></b> | <b><u>Total</u></b>                |
|------------------------|-----------------------|--------------------------------|------------------------------------|
| Operating Loan         | \$1,950,000           | \$9,813.13                     | <b>\$1,959,813.13</b>              |
| Term Loan              | \$211,008.13          | \$908.66                       | <b>\$211,916.79</b>                |
| Visa Facility          | \$50,000.00           |                                | <b>\$50,000</b>                    |
| Legal Fees             |                       |                                | <b>\$21,338.41<br/>and ongoing</b> |
| <b>TOTAL</b>           |                       |                                | <b><u>\$2,243,068.33</u></b>       |

40. Pursuant to Canada Cargo's Guarantee and Security, Canada Cargo is indebted to TD in an amount that, as of September 22, 2020, equals \$2,243,068.33 plus further accrued and accruing interest, costs and expenses (including legal costs on a solicitor and its own client, full indemnity basis).

### **Appointment of a Receiver**

41. TD has extended a significant period of time to the Debtors in order for them to find new financing and to pay out TD (over one year). The actions of the Debtor's causing their file to be transferred into TD FRG existed prior to the COVID-19 pandemic and continue to subsist and worsen.

42. With respect to the lack of reporting, TD has no visibility, knowledge or control over the current A/R which acts as its major form of collateral. TD fears that without a receiver, the value of the A/R will continue to deteriorate due to it: (a) becoming aged and uncollectable; or (b) collected by the Debtors or Lavish and diverted elsewhere; or (c) simply not existing. A receiver is necessary to determine the amount of actual A/R that exists and to realize upon the A/R, potentially through the sale of the A/R to a factoring company(ies).

43. Furthermore, as a result of:

- (a) TD's continued requests for reporting and the Debtors refusal and failure to provide their requisite monthly reporting,
- (b) the Debtors advice that they would need to borrow \$300,000 to pay-down the Operating Loan as opposed to using A/R to do so,
- (c) the recent information from several Kings Cargo's account debtors that they have not been indebted to Kings Cargo for some time notwithstanding those amounts are listed in the April, 2020 Reporting,

- (d) Kings Cargo listing A/R in its reporting to TD, notwithstanding invoices were being made out by Lavish for that same A/R,
- (e) Lavish directing Kings Cargo's account debtors to provide payment to Lavish instead of Kings Cargo,
- (f) Third parties listed as account debtors of Kings Cargo in the April 2020 Reporting paying Lavish instead of Kings Cargo,

TD has strong grounds to verily believe that the Debtors are collecting A/R and diverting those funds to other sources and Lavish is collecting funds owing to Kings Cargo. Furthermore, TD is being provided incorrect and/or false reporting. TD has now not been provided reporting for several months despite making requests for it.

44. Additionally, as referred to above, TD is aware through the current Manitoba PPR registrations which are attached to this Affidavit that numerous other lenders have registered security interests for various pieces of equipment, particularly long haul semi-trucks. A receiver is needed to ensure that equipment financed by other lenders is located and accounted for in order to protect any remaining equity belonging to TD in the equipment, along with those other stakeholders potential interests in that equipment.

45. Furthermore, from my review of the Manitoba PPR searches, certain of these other lenders may claim to have security in other accounts receivable arising from their leased or financed equipment. A receiver will be necessary to review and determine the stakeholders rights in those accounts receivable vs. the A/R secured to TD.

46. In all of the circumstances, TD has lost complete faith in the Debtors and its management that the Debtors can repay the indebtedness owing to TD in any reasonable period of time, that the Debtors and its

management can provide true and accurate reporting to TD which is essential to TD in protecting its collateral or that TD's secured A/R is not/will not be diverted. Accordingly, TD is no longer prepared to extend any additional time or credit to the Debtors to seeking financing.

47. I further verily believe that due to the A/R continuing to age and it appearing to be falsely and/or incorrectly reported to TD and/or diverted by the Debtors, TD's secured position is in jeopardy and it is urgent, necessary, just and convenient to appoint a receiver over the assets, properties, and undertakings of the Debtors before TD's security further deteriorates.

48. TD is entitled to prosecute its legal remedies under its agreements with the Debtors, which includes the right to apply to this Honourable Court to appoint a receiver and manager over the property, assets and undertaking of the Debtors.


49. I verily believe that the immediate appointment of a receiver and manager of the undertakings, property and assets of the Debtors is just and convenient and is necessary to protect the interests of TD.

50. I verily believe that Deloitte with offices in the City of Winnipeg, is qualified and prepared to act as receiver or receiver and manager of the Debtors.

51. I make this Affidavit in support of TD's application for a receivership order in respect of the Debtors.

52. I make this Affidavit *bona fide* and for no improper reason.

SWORN BEFORE ME at the City of )  
Calgary, in the Province of Alberta, this )  
25th day of September, 2020. )

  
A Notary Public in and for the  
Province of Alberta

  
**SCOTT SEMLER**

THIS IS EXHIBIT "1"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



## File Summary

**Registry No :** 6534750  
**Entity Name :** KINGS CARGO EXPRESS LTD.

**As of :** 25-Sep-2020

**Entity Name :** KINGS CARGO EXPRESS LTD.  
**Registry No :** 6534750  
**Business No :** 802791087MC0001  
**Current Status :** DEFAULT

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** MB SHARE CORPORATION

**Incorp/Amalg Date :** 18-Jul-2012  
**Home Jurisdiction :** MANITOBA  
**Annual Return/Renewal Date :** 31-Aug-2020  
**Year of Last A/R - Renewal :** 2019  
**Nature of Business :** TRANSPORTATION  
**NAICS Code :** 484

**Registered Office Address :**  
**Effective date, if changing address :** 01-Jun-2019  
**Address :** 11 RAPHAEL ST  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3T 2P6

**Mailing Address :**  
**Name :** SHARANJIT SINGH  
**Address :** 11 RAPHAEL ST  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3T 2P6

**Director Information :**  
**Name :** SINGH, SHARANJIT  
**Address :** 11 RAPHAEL ST  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3T 2P6

**Shareholders Information (holders of 10% or more of Issued Voting Shares) :**

**Name :** SINGH, SHARANJIT  
**Class Name :** SHARES  
**Shares Held :** 100.00

**Share Structure :**

| Class  | Authorized Number |
|--------|-------------------|
| SHARES | 100.00            |

Shares are distributed to the public : No

**Event History :****Event****Date :****Filing Year :**

FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED  
 CORRECTION  
 CHANGE OF SHAREHOLDERS  
 ANNUAL RETURN (Filed on the Web)  
 ANNUAL RETURN (Filed on the Web)  
 ANNUAL RETURN (Filed on the Web)  
 COMPLIANCE STATUS - DEFAULT

26-Oct-2017  
 26-Oct-2017  
 26-Oct-2017 2017  
 01-Aug-2018 2018  
 01-Aug-2019 2019  
 21-Sep-2020

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

THIS IS EXHIBIT "2"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA





## File Summary

**Registry No :** 6820027  
**Entity Name :** CANADA CARGO LINES LTD.

**As of :** 25-Sep-2020

**Entity Name :** CANADA CARGO LINES LTD.  
**Registry No :** 6820027  
**Business No :** 831653977MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** MB SHARE CORPORATION

**Incorp/Amalg Date :** 09-Jan-2014  
**Home Jurisdiction :** MANITOBA  
**Annual Return/Renewal Date :** 28-Feb-2021  
**Year of Last A/R - Renewal :** 2020  
**Nature of Business :** TRANSPORTATION  
**NAICS Code :** 484

**Registered Office Address :**  
**Effective date, if changing address :** 03-Feb-2020  
**Address :** 11 RAPHAEL ST  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3T 2P6

**Mailing Address :**  
**Name :** CANADA CARGO LINES LTD.  
**Address :** 11 RAPHAEL ST  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3T 2P6

**Director Information :**  
**Name :** SINGH, SHARANJIT  
**Address :** 11, RAPHAEL ST  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3T 2P6

**Officer Information :**  
**Name :** SINGH, SHARANJIT  
**Address :** 11, RAPHAEL ST  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3T 2P6  
**Position Held as Officer :** OFFICER

**Shareholders Information (holders of 10% or more of Issued Voting Shares) :**

**Name :** SINGH, SHARANJIT  
**Class Name :** CLASS1  
**Shares Held :** 100.00

**Share Structure :**

| Class  | Authorized Number |
|--------|-------------------|
| CLASS1 | 100.00            |

Shares are distributed to the public : No

**Event History :**

| Event  | Date        | Filing Year |
|--|-------------|-------------|
| FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED |             |             |
| ANNUAL RETURN (Filed on the Web)                         | 26-Oct-2017 | 2017        |
| CHANGE OF SHAREHOLDERS                                   | 26-Oct-2017 |             |
| CHANGE OF DIRECTORS/OFFICERS                             | 26-Oct-2017 |             |
| ANNUAL RETURN (Filed on the Web)                         | 19-Mar-2018 | 2018        |
| ANNUAL RETURN (Filed on the Web)                         | 01-Feb-2019 | 2019        |
| ANNUAL RETURN (Filed on the Web)                         | 03-Feb-2020 | 2020        |

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

THIS IS EXHIBIT "3"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, appearing to be 'J. [unclear]', written over a horizontal line.

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



Winnipeg  
201 Portage Ave At Main St 4Th Floor  
Winnipeg, MB  
R3B 3K6  
Telephone No.: (204) 988 2654  
Fax No.: (204) 957 0029

March 09, 2018

KINGS CARGO EXPRESS LTD  
1870 King Edward Street  
Winnipeg, MB.  
R2R 0Z9

Attention: Sharanjit Singh

Dear Mr. Singh,

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

**BORROWER**

KINGS CARGO EXPRESS LTD (the "Borrower")

**LENDER**

The Toronto-Dominion Bank (the "Bank"), through its 201 Portage Avenue branch, in Winnipeg, MB.

**CREDIT LIMIT**

- 1) Ensure outstanding advances under Facility #1 will be at all times the lesser of:
  - i) CAD \$2,100,000 [or its USD\$ Equivalent], AND
  - ii) the TOTAL of (A) 75% of the Receivable Value (defined as accounts receivable net of over 90 day accounts, holdbacks, related accounts, contra accounts, lienable payables, and priority payables (same to include payables to subcontracted driver payables)).

Facility to be forward margined from initial funding onwards.

- 2) CAD \$500,000

**TYPE OF CREDIT AND BORROWING  
OPTIONS**

- 1) **Operating Loan** available at the Borrower's option by way of:
  - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")
  - United States Base Rate Loans in USD\$ ("USBR Loans")
- 2) **Committed Reducing Term Facility (Single Draw)** available at the Borrower's option by way of:
  - Fixed Rate Term Loan in CAD\$
  - Floating Rate Term Loan available by way of:
    - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

**PURPOSE**

- 1) To finance ongoing working capital requirements
- 2) To assist with the takeout of Sunova Credit Union

**TENOR**

- 1) Uncommitted
- 2) Committed

**CONTRACTUAL  
TERM**

- 1) No term
- 2) Up to 48 month(s) from the date of drawdown

**RATE TERM  
(FIXED RATE  
TERM LOAN)**

- 2) Fixed rate: 6 month, 12-48 months but never to exceed the Contractual Term Maturity Date
- 2) Floating rate: No term

**AMORTIZATION**

- 2) 48 month(s)

**INTEREST RATES  
AND FEES**

Advances shall bear interest and fees as follows:

- 1) **Operating Loan:**
  - Prime Based Loans: Prime Rate + 2.500% per annum
  - USBR Loans: USBR + 2.500% per annum

2) **Committed Reducing Term Facility:**

- Fixed Rate Term Loans: as determined by the Bank, in its sole discretion, for the Rate Term
- selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
  - Floating Rate Term Loans available by way of:
    - Prime Based Loans: Prime Rate + 2.500% per annum

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A" attached hereto.

**ARRANGEMENT  
FEE**

The Borrower has paid prior to any drawdown hereunder a non-refundable arrangement fee of CAD \$10,000.

**ADMINISTRATION  
FEE**

CAD \$150 per month.

**RENEWAL FEE**

CAD \$2,500 per annum.

**EXCESS MONITORING FEE**

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of \$250.00, payable in the currency of the Facility, each time that the Credit Limit of a Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

**DRAWDOWN**

| Assigned Facilities | Description  |
|---------------------|--|
| 1)                  | On a revolving basis   |
| 2)                  | One time drawdown, after which time, any amount not drawn is cancelled. Amounts repaid may not be redrawn. |

Notice periods, minimum amounts of draws, interest periods and contract maturity for LIBOR Loans, terms for Banker's Acceptances and other similar details are set out in the Schedule "A" attached hereto.

**BUSINESS CREDIT  
SERVICE**

The Borrower will have access to the Operating Loan (Facility 1) via Loan Account Number 6330-9340871 (the "Loan Account") up to the Credit Limit of the Operating Loan by withdrawing funds from the Borrower's Current Account Number 6330 5340871 (the "Current Account"). The Borrower agrees that each advance from the Loan

Account will be in an amount equal to \$1,000 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, the Borrower agrees that an advance from the Borrower's Loan Account may be in an amount sufficient to cover the debits made to the Current Account.

The Borrower agrees that:

- a) all other overdraft privileges which have governed the Borrower's Current Account are hereby cancelled.
- b) all outstanding overdraft amounts under any such other agreements are now included in indebtedness under this Agreement.

The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the Loan Account to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the Loan Account.

### **OVERDRAFTS**

The Borrower will have access to USBR Loans under the Operating Loan via overdraft from Account Number 6330 7320581 (the "Current Account"). The total of CDN\$ loans and CDN equivalent of USBR loans under the operating loan via overdrafts cannot exceed the limits defined under "Credit Limit" above.

### **REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY**

| <b>Assigned<br/>Facilities</b> | <b>Description</b> |
|--------------------------------|--------------------|
|--------------------------------|--------------------|

- |    |   |
|----|---|
| 1) | On demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Operating Loan, including without limitation, the amount of all unmatured B/As and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower. |
| 2) | All amounts outstanding will be repaid on or before the Contractual Term Maturity Date. The drawdown will be repaid in equal monthly payments. The details of repayment and interest rate applicable to such drawdown will be set out in the "Rate and Payment Terms Notice" applicable to that drawdown. Any amounts repaid may not be reborrowed.   |

### **PREPAYMENT**

| <b>Assigned<br/>Facilities</b> | <b>Description</b> |
|--------------------------------|--------------------|
|--------------------------------|--------------------|

- |    |   |
|----|---|
| 2) | The Borrower has selected the 10% Prepayment Option and accordingly, Fixed Rate Term Loans under this Facility may be prepaid in accordance with Section 4a) and 4b) of Schedule A. |
|----|---|

## SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

- a) General Security Agreement ("GSA") issued by KINGS CARGO EXPRESS LTD representing a First charge on all the Borrower's present and after acquired personal property.
- b) General Security Agreement ("GSA") issued by CANADA CARGO LINES LTD representing a First charge on all the Borrower's present and after acquired personal property
- c) Postponement and Assignment of Creditor's Claim executed by SHARANJIT SINGH in favour of KINGS CARGO EXPRESS LTD
- d) Guarantee of Advances
  - Unlimited
  - Executed by CANADA CARGO LINES LTD. (the "Guarantor") in favour of KINGS CARGO EXPRESS LTD
- e) Assignment of Fire Insurance
- g) Guarantee of Advances
  - Unlimited
  - Executed by SHARANJIT SINGH (the "Guarantor")
- h) Postponement and Assignment of Creditor's Claim executed by SHARANJIT SINGH in favour of CANADA CARGO LINES LTD
- i) Guarantee of Advances
  - Unlimited
  - Executed by MANJINDER SINGH REHAL (the "Guarantor") with Independent Legal Advice

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

## DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

| <b>Assigned<br/>Facilities</b> | <b>Description</b> |
|--------------------------------|--------------------|
|--------------------------------|--------------------|

|      |                       |
|------|-----------------------|
| All) | Funding via Solicitor |
|------|-----------------------|

## **REPRESENTATIONS AND WARRANTIES**

All representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

## **POSITIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

| <b>Assigned<br/>Facilities</b> | <b>Description</b>  |
|--------------------------------|---|
| All)                           | Ensure Kings Cargo Express Ltd & Canada Cargo Lines Ltd. to have the same fiscal year end.  |
| All)                           | Provide Annual Review Engagement Financial Statements for Kings Cargo Express Ltd within 120 calendar days of fiscal year end   |
| All)                           | Provide Annual Review Engagement Financial Statements for Canada Cargo Lines Ltd. within 120 calendar days of fiscal year end   |
| All)                           | Deliver a Personal Financial Statement and Privacy Agreement from the Guarantor(s) and such supporting documentation as the Bank may reasonably request or at a minimum of every three years  |
| 1)                             | Provide Aged Accounts Receivable and Accounts Payables listing for Kings Cargo Express Ltd. & Canada Cargo Lines Ltd. on a monthly basis within 30 days of each month end, accompanied by a completed & signed Borrowing Base Compliance Certificate. |

## **NEGATIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A".

## **PERMITTED LIENS**

Permitted Liens as referred to in Schedule "A" are:

| <b>Assigned<br/>Facilities</b> | <b>Description</b>  |
|--------------------------------|---|
| All)                           | Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10% |

## **FINANCIAL COVENANTS**



The Borrower agrees at all times to:

|                                |                    |
|--------------------------------|--------------------|
| <b>Assigned<br/>Facilities</b> | <b>Description</b> |
|--------------------------------|--------------------|

|      |  |
|------|--|
| All) | Maintain a Debt Service Coverage ratio (DSC) of not less than 120%. To be tested on the combined results of Kings Cargo Express Ltd. and Canada Cargo Lines Ltd. |
|------|--|

The DSC is calculated as follows:

$$\frac{(\text{Earnings before Interest, Income Taxes, Depreciation \& Amortization} - \text{Unfinanced CAPEX} - \text{Distributions})}{(\text{Principal} + \text{Interest})}$$

Unfinanced CAPEX is defined as investments in fixed assets less financing for same less proceeds from disposal.

Distributions are defined as but not limited to any repayment of shareholders loans, related party debt, dividends and/or affiliated parties withdrawal of capital

**EVENTS OF  
DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto.

**ANCILLARY  
FACILITIES**

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

- 1) TD Visa Business card (or cards) for an aggregate amount of \$50,000.
- 2) Spot Foreign Exchange Facility which allows the Borrower to enter into USD \$200,000 for settlement on a spot basis.

**AVAILABILITY OF  
OPERATING LOAN**

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

**LANGUAGE  
PREFERENCE**

This Agreement has been drawn up in the English language at the request of all parties. |

**SCHEDULE "A" -**  
**STANDARD TERMS**  
**AND CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

We trust you will find these facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the Standard Terms and Conditions), please do so by signing and returning the attached duplicate copy of this letter to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before March 31, 2018.

Yours truly,

**THE TORONTO-DOMINION BANK**

A stylized, handwritten signature in dark ink, consisting of several overlapping horizontal strokes and a few vertical ones, positioned above the name and title.

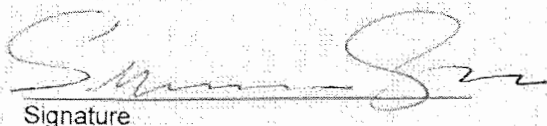
Kyle Doberstein  
Relationship Manager

A stylized, handwritten signature in dark ink, featuring a large, looping initial 'J' followed by several horizontal strokes, positioned above the name and title.

Jordan Mirwaldt  
Manager Commercial Credit

TO THE TORONTO-DOMINION BANK:

KINGS CARGO EXPRESS LTD hereby accepts the foregoing offer this 09 day of March, 2018  
The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be  
used by or on behalf of any third party



Signature

SHARANJIT SINGH

Print Name & Position

**cc. Guarantor(s)**

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

**SCHEDULE A**  
**STANDARD TERMS AND CONDITIONS**

**1. INTEREST RATE DEFINITIONS**

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

CDOR means, for any day, the annual rate for B/As denominated in Canadian Dollars for a specified term that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, then on the immediately preceding Business Day).

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

If Prime Rate, CDOR, LIBOR, USBR or any other applicable base rate is less than zero, such base rate shall be deemed to be zero for purposes of this Agreement.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

**2. INTEREST CALCULATION AND PAYMENT**

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and is payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD B/As or USD B/As as the case may be, for the specified term of the B/A less the B/A Stamping Fee. If the B/A discount rate (or the rate used to determine the B/A discount rate) is less than zero, it shall instead be deemed to be zero for purposes of this Agreement.

Interest on LIBOR Loans and CDOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR or CDOR interest period, as applicable.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest on Fixed Rate Term Loans is compounded monthly and payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

### **3. DRAWDOWN PROVISIONS**

#### **Prime Based and USBR Loans**

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan or USBR Loan over \$1,000,000.

#### **B/As**

The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. In no event shall the term of the B/A exceed the Contractual Term Maturity Date or Maturity Date, as applicable. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of B/As is \$1,000,000 and in multiples of \$100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown.

The Borrower shall pay to the Bank the full amount of the B/A at the maturity date of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

#### **LIBOR and CDOR**

The Borrower shall advise the Bank of the requested LIBOR or CDOR contract maturity period. The Bank shall have the discretion to restrict the LIBOR or CDOR contract maturity. In no event shall the term of the LIBOR or CDOR contract exceed the Contractual Term Maturity Date. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of a LIBOR Loan or a CDOR Loan is \$1,000,000, and shall be in multiples of \$100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan or CDOR Loan.

#### **L/C and/or L/G**

The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

#### **B/A, LIBOR and CDOR - Conversion**

Any portion of any B/A, LIBOR or CDOR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the maturity date of the B/A or the last day in the interest period of the LIBOR or CDOR contract, as applicable. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

#### **B/A, LIBOR and CDOR – Market Disruption**

If the Bank determines, in its sole discretion, that a normal market in Canada for the purchase and sale of B/As or the making of CDOR or LIBOR Loans does not exist, any right of the Borrower to request a drawdown under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any drawdown request for B/As, LIBOR or CDOR Loans, as applicable, during the suspension period shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount.

#### **Cash Management**

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit even if the drawdown results in amounts outstanding in excess of the Credit Limit.

#### **Notice**

Prior to each drawdown under a Fixed Rate Term Loan, other than a Long Term Farm Loan, an Agriculture Term Loan, a Canadian Agricultural Loans Act Loan, a Dairy Term Loan or a Poultry Term Loan and at least 10 days prior to the maturity of each Rate Term, the Borrower will advise the Bank of its selection of drawdown options from those made available by the Bank. The Bank will, after each drawdown, other than drawdowns by way of BA, CDOR, or LIBOR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

### **4. PREPAYMENT**

#### **Fixed Rate Term Loans**

##### **10% Prepayment Option Chosen.**

- (a) Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.
- (b) Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
  - i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
  - ii) the Yield Maintenance, being the difference between:
    - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
    - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity

of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

**10% Prepayment Option Not Chosen.**

- (c) The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
- i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
  - ii) the Yield Maintenance, being the difference between:
    - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
    - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

**Floating Rate Term Loans**

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, at any time without the payment of prepayment charges.

**5. STANDARD DISBURSEMENT CONDITIONS**

The obligation of the Bank to permit any drawdowns hereunder at any time is subject to the following conditions precedent:

- a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank:
  - i) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement;
  - ii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement;
  - iii) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder;
  - iv) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder;
  - v) All operation of account documentation; and
  - vi) For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement
- b) The representations and warranties contained in this Agreement are correct.
- c) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.
- d) The Bank has received the arrangement fee payable hereunder (if any) and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

**6. STANDARD REPRESENTATIONS AND WARRANTIES**

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:



- a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
- b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
- c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.
- d) There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
- e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.
- f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
- g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.
- h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.
- i) All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
  - i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
  - ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
  - iii) the Borrower's ownership, control and structure.

## **7. STANDARD POSITIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

- a) Pay all amounts of principal, interest and fees on the dates, times and place specified herein, under the Rate and Payment Terms Notice, and under any other agreement between the Bank and the Borrower.
- b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.
- c) Advise promptly after the happening of any event which will result in a material adverse change in the financial condition, business, operations, or prospects of the Borrower or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.

- d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.
- e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of and all other security granted by the Borrower.
- f) Pay all taxes, assessments and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.
- g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(i).
- h) Maintain property, plant and equipment in good repair and working condition.
- i) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, or prospects of the Borrower.
- j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors.
- k) Continue to carry on the business currently being carried on by the Borrower its subsidiaries and each of the Guarantors at the date hereof.
- l) Maintain adequate insurance on all of its assets, undertakings, and business risks.
- m) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.
- n) Comply with all applicable laws.

#### **8. STANDARD NEGATIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

- a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its assets or undertakings, now owned or hereafter acquired, except for those Permitted Liens, if any, set out in the Letter.
- b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.
- c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.
- d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired assets (including, without limitation, shares of stock and indebtedness of subsidiaries, receivables and leasehold interests), except for inventory disposed of in the ordinary course of business.
- e) Terminate or enter into a surrender of any lease of any property mortgaged under the Bank Security.
- f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.
- g) Permit any change of ownership or change in the capital structure of the Borrower.

#### **9. ENVIRONMENTAL**

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, omission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

The Borrower hereby indemnifies the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from all loss, claims, damages and expenses (including legal and audit expenses) which may be suffered or incurred in connection with the indebtedness under this Agreement or in connection with the Bank Security.

#### **10. STANDARD EVENTS OF DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the following Events of Default:

- a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.
- b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.
- c) If any representation or warranty made or information provided by the Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by the Guarantor, is false or misleading at any time.
- d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.
- e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.
- f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.
- g) If action is taken by an encumbrancer against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of property or enforce proceedings against any assets.
- h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.
- i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.
- j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank's subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.
- k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.
- l) If, in the Bank's determination, a material adverse change occurs in the financial condition, business operations or prospects of the Borrower, any of the Borrower's subsidiaries, or any of the Guarantors.
- m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

#### **11. ACCELERATION**

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured B/As, CDOR and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All cost to the Bank of unwinding CDOR and LIBOR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

#### **12. INDEMNITY**

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD loans must be repaid with USD and CAD loans must be repaid with CAD and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

#### **13. TAXATION ON PAYMENTS**

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

#### **14. REPRESENTATION**

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

#### **15. CHANGING THE AGREEMENT**

- a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.
- b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.
- c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit.

#### **16. ADDED COST**

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

- i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,

- ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,
- iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

#### **17. EXPENSES**

The Borrower shall pay, within 5 Business Days following notification, all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited, to all outside counsel fees and expenses and all in-house legal fees and expenses, if in-house counsel are used, and all outside professional advisory fees and expenses. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including the registration fee in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or its agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Operating Loan, the Agriculture Operating Line or Farm Property Line of Credit.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

#### **18. NON WAIVER**

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

#### **19. EVIDENCE OF INDEBTEDNESS**

The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

#### **20. ENTIRE AGREEMENTS**

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the credit facilities described in the Letter. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement, are the entire agreements relating to the Facilities described in this Agreement.

## **21. NON-MERGER**

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

## **22. ASSIGNMENT**

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

## **23. RELEASE OF INFORMATION**

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

## **24. FX CLOSE OUT**

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

## **25. SET-OFF**

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

## **26. SEVERABILITY**

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

## **27. MISCELLANEOUS**

- i) The Borrower has received a signed copy of this Agreement;
- ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them;
- iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;
- iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located;
- v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars

## **28. DEFINITIONS**

Capitalized Terms used in this Agreement shall have the following meanings:

*"All-In Rate"* means the greater of the interest rate that the Borrower pays for Floating Rate Loans or the highest fixed rate paid for Fixed Rate Term Loans.

*"Agreement"* means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions.

*"Business Day"* means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

*"Branch/Centre"* means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

*"Contractual Term Maturity Date"* means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payments Terms Notice.

*"Cross Default Threshold"* means the cross default threshold set out in the Letter. If no such cross default threshold is set out in the Letter it will be deemed to be zero.

*"Face Amount"* means, in respect of:

- (i) a B/A, the amount payable to the holder thereof on its maturity;
- (ii) A L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

*"Fixed Rate Term Loan"* means any drawdown in Canadian dollars under a Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank at its sole discretion.

*"Floating Rate Loan"* means any loan drawn down, converted or extended under a Facility at an interest rate which is referenced to a variable rate of interest, such as the Prime Rate.



*"Inventory Value"* means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

*"Letter"* means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

*"Letter of Credit" or "L/C"* means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

*"Letter of Guarantee" or "L/G"* means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

*"Maturity Date"* for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank.

*"Person"* includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

*"Purchase Money Security Interest"* means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

*"Rate Term"* means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

*"Rate and Payment Terms Notice"* means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown.

*"Receivable Value"* means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

*"Receivables/Inventory Summary"* means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

*"US\$" or "USD Equivalent"* means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.





360 Main Street, Suite 2050  
Winnipeg, Manitoba  
R3C 3Z3  
Telephone No.: (204) 988 2654  
Fax No.: (204) 957 0029

November 13, 2018

KINGS CARGO EXPRESS LTD.  
1870 King Edward Street  
Winnipeg, Manitoba  
R2R 0Z9

Attention: Sharanjit Singh

Dear Mr. Singh,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated March 9, 2018.

#### **BORROWER**

KINGS CARGO EXPRESS LTD. (the "Borrower")

#### **LENDER**

The Toronto-Dominion Bank (the "Bank"), through its 360 Main Street branch, in Winnipeg, Manitoba.

#### **POSITIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

#### **Assigned Description Facilities**

- All) The Borrower will provide monthly Bank Account Statements for all accounts in the name of Kings Cargo Express Ltd. and Canada Cargo Lines Ltd. not held at TD Bank.
- All) All operating accounts to be transferred to TD Bank by June 17, 2019.
- All) Sharanjit Singh to re-inject the \$190,000.00 formally postponed shareholders loan by November 30, 2018. Such confirmation to be acceptable to the Bank.

**EVENTS OF  
DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto and after any one of the following additional Events of Default:

**Assigned Description  
Facilities**

All) If the Business Service Agreement with Anthony J. Brown continues to be valid after May 31, 2019.

**SCHEDULE "A" -  
STANDARD TERMS  
AND CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

We ask that the Borrower sign and return the attached duplicate copy of this Amending Agreement to the Bank on or before **November 30, 2018** which is the date the amendments will come into force (the "Effective Date"). Notwithstanding the foregoing, the Borrower's continued use of the Credit Facilities or failure to repay the Credit Facilities in full after the Effective Date constitutes the Borrower's acknowledgement and acceptance of this Amending Agreement

**ACCURACY OF  
INFORMATION**

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

- (i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
- (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
- (iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

**THE TORONTO DOMINION BANK**



Kyle Doberstein  
Relationship Manager



Jordan Mirwaldt  
Manager Commercial Credit

**Borrower Acknowledgement Section.**

**TO THE TORONTO-DOMINION BANK:**

KINGS CARGO EXPRESS LTD. hereby accepts the foregoing offer this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.



Signature

SHARANJIT SINGH

Print Name & Position

THIS IS EXHIBIT "4"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, appearing to be 'J. Semler', is written over a horizontal line.

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



This **Guarantee** is made as of the 19<sup>th</sup> day of March, 20 18.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of KINGS CARGO EXPRESS LTD.  
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

**NOW THEREFORE**, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

**1. Obligations Guaranteed**

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

**2. Extent of Guarantor's Liability**

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

**3. Indemnity/Primary Obligation**

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

**4. Nature of Guarantor's Liability**

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constituting documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

## 5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

## 6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

**7. Interest**

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

**8. State of Account**

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

**9. Application of Moneys Received**

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

**10. No Set-off or Counterclaim**

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

**11. Exhausting Recourse**

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

**12. No Representations**

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

**13. Postponement and Assignment**

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

**14. Subrogation**

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

## **15. Bankruptcy of Customer**

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

## **16. Costs and Expenses**

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

## **17. Other Guarantees and Security**

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

## **18. Amendment and Waivers**

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

## **19. Discharge**

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

## **20. General**

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.



This Guarantee shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

**CANADA CARGO LINES LTD.**

Per: [Signature]  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_



I HEREBY CERTIFY THAT:

1. \_\_\_\_\_,  
the guarantor in the guarantee dated \_\_\_\_\_  
made between \_\_\_\_\_  
\_\_\_\_\_ and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_,  
Barrister and Solicitor at the \_\_\_\_\_ of \_\_\_\_\_,  
in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

**STATEMENT OF GUARANTOR**

I am the person named in this certificate.

\_\_\_\_\_  
Signature of Guarantor



ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_ of \_\_\_\_\_ in the province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between The Toronto-Dominion Bank and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN  
AND FOR \_\_\_\_\_

STATEMENT OF GUARANTOR

I am the person named in this certificate.

\_\_\_\_\_  
Signature of Guarantor

**RESOLUTION OF THE SOLE DIRECTOR  
CANADA CARGO LINES LTD.  
(the "Corporation")**

**AUTHORIZATION OF FINANCING AND ALL DOCUMENTS RELATED THERETO**

**WHEREAS** Kings Cargo Express Ltd. ("Kings Cargo") has entered into a certain financing letter and arrangements dated March 9, 2018 (the "Financing Letter") with The Toronto-Dominion Bank ("TD Bank"), as amended from time to time, pursuant to which the Corporation has agreed to guarantee the loan from TD Bank to Kings Cargo;

**AND WHEREAS** the Financing Letter contemplates the execution and delivery by the Corporation of legal documentation in order to give effect to the transactions contemplated in the Financing Letter which includes, without limitation, a general security agreement, an unlimited guarantee of the obligations of Kings Cargo, and a Postponement and Assignment of Creditors Claim and Postponement of Security (collectively, the "Loan Documents");

**AND WHEREAS** it is deemed expedient and in the best interests of the Corporation to enter into and execute the Loan Documents;

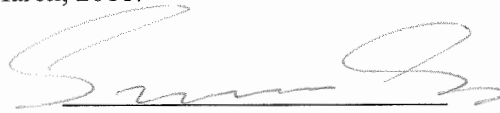
**NOW THEREFORE IT IS RESOLVED THAT:**

1. the Corporation enter into each of the Loan Documents, with such amendments and variations, if any, as any officer or director of the Corporation may approve, such approval to be conclusively evidenced by the execution thereof and such execution shall be conclusive evidence that the agreements so executed are the Loan Documents authorized by this resolution; and
2. any officer or director of the Corporation is hereby authorized and empowered on behalf of the Corporation to execute and deliver the Loan Documents, and all such other agreements and documents and to do all such acts and things as, in the opinion of such officer or director, may be necessary or desirable for the Corporation to complete the transactions contemplated in the Financing Letter and/or the Loan Documents, and to perform its obligations thereunder, and to otherwise give effect to the foregoing provisions of this resolution.

*[The remainder of this page has been intentionally left blank.]*

The foregoing resolution is hereby signed by the sole director of the Corporation entitled to vote thereon at a meeting of directors.

**DATED** effective this 18<sup>th</sup> day of March, 2018.

A handwritten signature in dark ink, appearing to read 'Sharanjit Singh', is written over a horizontal line.

SHARANJIT SINGH

THIS IS EXHIBIT "5"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, appearing to be 'J. [unclear]', written over a horizontal line.

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 201 Portage Avenue, Concourse Level, Winnipeg, Manitoba, R3B 3K6

Granted By: KINGS CARGO EXPRESS LTD.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

## 1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

## **2. Obligations Secured**

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

## **3. Definitions**

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".
- (b) The following terms shall have the respective meanings set out below:

*"Branch of the Bank"* means the branch of the Bank located at the address specified above.

*"Business Day"* means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

*"Control Agreement"* means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

*"Person"* means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

## **4. Representations & Warranties**

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;



- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book 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 the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

## 5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall 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. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

## **6. Survival of Representations and Warranties and Covenants**

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

## **7. Performance of Covenants by The Bank**

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

## **8. Securities, Investment Property**

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor 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 the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor 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, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

## **9. Dealing with Security Interest**

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

## 10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

## 11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

## 12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:
  - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
  - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
  - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
  - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
  - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
  - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
  - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
  - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
  - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
  - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
  - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor 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 PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license 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.
- (f) The Grantor authorizes the Bank 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 any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank 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. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

### 13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

### 14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor 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 "Grantor" 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) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.



- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, 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 anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations 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 of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 19<sup>th</sup> day of March, 2018.

**KINGS CARGO EXPRESS LTD.**

Per: [Signature]  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

[Signature]  
Witness as to execution



**SCHEDULE "A"**  
**DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS**

| QUANTITY | DESCRIPTION | SERIAL NUMBER |
|----------|-------------|---------------|
|----------|-------------|---------------|

**LOCATION OF COLLATERAL**

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

Unit A - 1870 King Edward Street, Winnipeg, Manitoba, R2R 0Z9

**SPECIFIED COLLATERAL (Ontario only)**

Quota/Licence No. \_\_\_\_\_ issued by \_\_\_\_\_ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

**Additional Covenants of Customer Applicable to Above Collateral:**

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

- (a) The \_\_\_\_\_ and the \_\_\_\_\_ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and that the said Resolution is now in full force and effect.

\_\_\_\_\_  
Secretary C/S


**CERTIFICATE OF AN OFFICER  
OF  
KINGS CARGO EXPRESS LTD (the “Company”)**

**To:** The Toronto-Dominion Bank (the “**Lender**”)  
**And To:** Thompson Dorfman Sweatman LLP  
**Re:** A Loan made by the Lender to the Company (the “**Loan**”) pursuant to a  
Financing Letter dated March 9, 2018 (as may be amended from time to time)

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The undersigned, Sharanjit Singh, as President of the Company, in such capacity and not in his personal capacity, certifies for and on behalf of the Company, intending that the same may be relied upon by you without further inquiry, as follows.

1. I have made or caused to be made such examinations or investigations as are necessary to make the statements of fact contained in this Certificate and I have furnished this Certificate with the intent that it may be relied upon by the Lender as a basis for the Loan and it may be relied upon by the addressees who are law firms or solicitors in connection with their giving legal opinions to, among others, the Lender.
2. I have knowledge of the matters hereinafter certified.
3. Attached as Schedule “A” are true and complete copies of the constating documents of the Company issued by the Companies Office (Manitoba) (collectively, the “**Articles**”). The Articles are in full force and effect at this date and have not been amended or waived and neither the directors nor the shareholders of the Company have passed, confirmed or consented to any amendments or variations to the Articles.
4. Attached as Schedule “B” is a true and complete copy of the borrowing by-law (the “**By-Law**”) of the Company. The By-Law is in full force and effect, unamended at this date.
5. Attached as Schedule “C” is a true and complete copy of a resolution of the board of directors of the Company, which has been duly and validly passed in accordance with the Articles, the By-Law and applicable law, authorizing, *inter alia*, the Company to enter into the Loan.
6. Set forth below are the true and genuine specimen signatures of the duly appointed or elected and acting officers or agents of the Company, authorized to execute and deliver on behalf of the Company all documents relating to the Loan to which the Company is a party and to take such other and further action as may be necessary to effectuate the transactions therein contemplated:

| <u>Name</u>     | <u>Officer</u>        | <u>Specimen Signature</u>  |
|-----------------|-----------------------|--|
| Sharanjit Singh | President & Secretary |  |
|                 |                       |  |
|                 |                       |  |

7. Set forth below are the shareholders of the Company and their shareholdings:

| <u>Shareholder</u> | <u>No. and Class of Shares</u> |
|--------------------|--------------------------------|
| Sharanjit Singh    | 100 Common Shares              |
|                    |                                |
|                    |                                |

8. There are no provisions in the Articles or By-Laws of the Company or in any shareholders' agreement which restrict or limit the powers of the directors of the Company to borrow money upon the credit of the Company, to issue, reissue, sell or pledge debt obligations of the Company, or to mortgage, charge hypothecate, pledge or otherwise create a security interest in all or any property of the Company, now owned or hereafter acquired, to secure any debt obligation of the Company.
9. The authorization, execution and delivery of the documents executed in connection with the Loan and the performance of the Company's obligations thereunder do not and will not conflict with or constitute an event of default under the Articles or the By-Laws or under any other agreement binding on the Company.
10. No steps or proceedings have been taken or are pending to amend, surrender or cancel the Articles or the By-Law or to dissolve or wind-up the Company. The Company is in good standing under the laws of all jurisdiction in which it carries on business or has assets, to the extent that the nature of such business or assets under the laws of such jurisdictions requires registration or qualification.

DATED this 19<sup>th</sup> day of March, 2018.

  
SHARANJIT SINGH

**SCHEDULE "A"**

**ARTICLES**

THIS IS EXHIBIT "B"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, appearing to be "S. Semler", written over a horizontal line.

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 201 Portage Avenue, Concourse Level, Winnipeg, Manitoba, R3B 3K6

Granted By: CANADA CARGO LINES LTD.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

## 1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

## **2. Obligations Secured**

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wherever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

## **3. Definitions**

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".
- (b) The following terms shall have the respective meanings set out below:

*"Branch of the Bank"* means the branch of the Bank located at the address specified above.

*"Business Day"* means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

*"Control Agreement"* means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

*"Person"* means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

## **4. Representations & Warranties**

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;



- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book 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 the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

## 5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall 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. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

## **6. Survival of Representations and Warranties and Covenants**

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

## **7. Performance of Covenants by The Bank**

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

## **8. Securities, Investment Property**

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor 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 the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor 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, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

## **9. Dealing with Security Interest**

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

## 10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

## 11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

## 12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:
  - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
  - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
  - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
  - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
  - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
  - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
  - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
  - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
  - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
  - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
  - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor 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 PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license 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.
- (f) The Grantor authorizes the Bank 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 any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank 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. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

### 13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

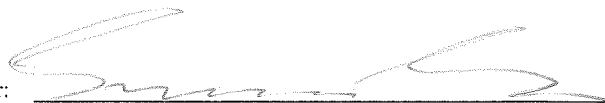
### 14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor 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 "Grantor" 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) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, 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 anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations 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 of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 19<sup>th</sup> day of March, 2018 .

**CANADA CARGO LINES LTD.**

Per:   
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_


Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

  
Witness as to execution



**SCHEDULE "A"**

**DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS**

**QUANTITY**

**DESCRIPTION**

**SERIAL NUMBER**

**LOCATION OF COLLATERAL**

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

Unit B, 1870 King Edward Street, Winnipeg, Manitoba, R2R 0Z9

**SPECIFIED COLLATERAL (Ontario only)**

Quota/Licence No. \_\_\_\_\_ issued by \_\_\_\_\_ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

**Additional Covenants of Customer Applicable to Above Collateral:**

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

- (a) The \_\_\_\_\_ and the \_\_\_\_\_ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and that the said Resolution is now in full force and effect.


\_\_\_\_\_  
Secretary C/S

(THIS IS EXHIBIT "7")

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

  
A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

## ASSIGNMENT OF INSURANCE

TO: The Toronto-Dominion Bank (the "Lender")

RE: Loan by the Lender to Kings Cargo Express Ltd. (the "Borrower") pursuant to a commitment letter between the Lender and the Borrower dated March 9, 2018 (the "Commitment Letter") (as may be amended from time to time) secured by a general security agreement and certain further security documents, as more particularly set out in the Commitment Letter.

IN CONSIDERATION of the sum of \$2.00 and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the undersigned, the undersigned does hereby transfer, assign and set over to the Lender all of its right, title and interest in any present and future insurance policies pertaining to and affecting the assets of the Borrower, including without limitation, any proceeds therefrom, all benefits to be derived therefrom or included therein and all documents and papers evidencing or relating to such insurance policies.

DATED as of the 19<sup>th</sup> day of March, 2018.

**KINGS CARGO EXPRESS LTD.**

by: 

Authorized Signing Officer

I have the authority to bind the corporation

## CERTIFICATE OF PROPERTY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.

This certificate does not amend, extend or alter the coverage afforded by the policies below.

|   |    |   |                     |
|---|----|---|---------------------|
| <b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b> |    | <b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b> |                     |
| The Toronto Dominion Bank                               |    | Kings Cargo Group Ltd, Kings Cargo Express Ltd    |                     |
|   |    | Canada Cargo Lines Ltd, Easy Fr8 Lines Ltd,       |                     |
| 201 Portage Avenue                                      |    | DTS Trucking Ltd & Kings Truck Training Ltd       |                     |
| Concourse Level   |    | 1870 King Edward Street                           |                     |
| Winnipeg  | MB | POSTAL CODE R3B 3K6                               | Winnipeg            |
|   |    |   | MB                  |
|   |    |   | POSTAL CODE R2R 0Z9 |

**3. LOCATION OF PREMISES / DESCRIPTION OF PROPERTY TO WHICH THIS CERTIFICATE APPLIES**

Contents of Every Description, as their interest may appear

**4. COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

| TYPE OF INSURANCE  | INSURANCE COMPANY AND POLICY NUMBER   | EFFECTIVE DATE<br>YYYY/MM/DD | EXPIRY DATE<br>YYYY/MM/DD | LIMITS OF INSURANCE<br>(Canadian dollars unless indicated otherwise)   |            |                     |
|--|---------------------------------------|------------------------------|---------------------------|--|------------|---------------------|
|  |                                       |                              |                           | COVERAGE   | DEDUCTIBLE | AMOUNT OF INSURANCE |
| <input checked="" type="checkbox"/> PROPERTY<br><input type="checkbox"/> NAMED PERILS<br><input checked="" type="checkbox"/> BROAD FORM<br><input checked="" type="checkbox"/> CO-INSURANCE % 90<br><input type="checkbox"/> STATED AMOUNT<br><input type="checkbox"/> MARGIN CLAUSE % | Intact Insurance Company<br>501290944 | 2017/07/16                   | 2018/07/16                | <input type="checkbox"/> P.O.E.D <input type="checkbox"/> RC <input type="checkbox"/> ACV<br><input type="checkbox"/> BUILDING <input type="checkbox"/> RC <input type="checkbox"/> ACV<br><input type="checkbox"/> EQUIPMENT <input type="checkbox"/> RC <input type="checkbox"/> ACV<br><input type="checkbox"/> STOCK <input type="checkbox"/> RC <input type="checkbox"/> ACV<br><input checked="" type="checkbox"/> C.O.E.D <input checked="" type="checkbox"/> RC <input type="checkbox"/> ACV<br><input type="checkbox"/> BUSINESS INCOME<br><input type="checkbox"/> EXTRA EXPENSE<br><input type="checkbox"/> RENTAL INCOME<br><input type="checkbox"/> EARTHQUAKE<br><input checked="" type="checkbox"/> FLOOD<br><input checked="" type="checkbox"/> SEWER BACKUP | 1,000      | 510,000             |
| <input type="checkbox"/> INLAND MARINE<br><input type="checkbox"/> NAMED PERILS<br><input type="checkbox"/> BROAD FORM<br><input type="checkbox"/> ACTUAL CASH VALUE<br><input type="checkbox"/> REPLACEMENT COST  |                                       |                              |                           | <input type="checkbox"/> CONTRACTOR'S EQUIPMENT<br><input type="checkbox"/> CARGO<br><input type="checkbox"/><br><input type="checkbox"/>  |            |                     |
| <input checked="" type="checkbox"/> BOILER & MACHINERY/<br>EQUIPMENT BREAKDOWN<br>OPTION # 3   | Intact Insurance Company<br>501290944 | 2017/07/16                   | 2018/07/16                | EQUIPMENT BREAKDOWN  | 1,000      | 510,000             |
|  |                                       |                              |                           |  |            |                     |

**5. ADDITIONAL INFORMATION****6. CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**7. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS****8. INTERESTED PARTY NAME AND MAILING ADDRESS**

|                                    |    |                                |                     |
|------------------------------------|----|--------------------------------|---------------------|
| Arthur J. Gallagher (Canada) Group |    | The Toronto Dominion Bank      |                     |
| 1440 Jack Blick Avenue, Suite 300  |    | 201 Portage Avenue             |                     |
|                                    |    | Concourse Level                |                     |
| Winnipeg                           | MB | POSTAL CODE R3G0L4             | Winnipeg            |
|                                    |    |                                | MB                  |
|                                    |    |                                | POSTAL CODE R3B 3K6 |
| BROKER CLIENT ID:                  |    | NATURE OF INTEREST: LOSS PAYEE |                     |

**9. CERTIFICATE AUTHORIZATION**

|  |  |
|--|--|
| ISSUER Kerri Agar  | CONTACT INFORMATION                      |
| AUTHORIZED REPRESENTATIVE Kerri Agar                     | TYPE Phone NO. 204-697-4222 TYPE Fax NO. |
|  | EMAIL ADDRESS kerri_agar@ajg.com         |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Kerri Agar</i> | DATE 2018/03/19                          |



## Certificate of Independent Legal Advice


TO: THE TORONTO-DOMINION BANK ("BANK")

I have been consulted by Manjinder Singh Rehal (the "Obligor") as to the legal effect of (select the following, as applicable):

- ☒ giving the Bank the guarantee/suretyship in the form attached and signed the 19 day of March, 2018 in support of the obligations of Kings Cargo Express Ltd. (the "Borrower").
- ☐ granting to the Bank the following security in the form attached (the "Security") as security for the indebtedness and liability of the Obligor to the Bank:

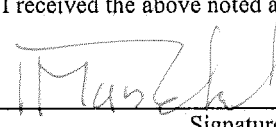
Neither I nor any lawyer in my firm is acting in any way on behalf of the Borrower or the Bank in connection with this matter. I have been consulted by the Obligor and have advised the Obligor independently of the Borrower or Bank. I have explained the Obligor's position and the consequences of signing the document(s) referred to above fully and plainly before the Obligor as solicitor for the Obligor and in the Obligor's interest only and without regard to or consideration for, the interests of the Borrower or Bank. The Obligor declared that the Obligor fully understood the nature and effect of the said document(s) and acknowledged that the Obligor is executing the said document(s) freely and voluntarily and as the Obligor's own act and deed without any fear, threat, influence or compulsion of, from or by the Borrower or Bank. I confirm that I gave the foregoing advice to the Obligor prior to the delivery of the above document(s) to the Bank.

Dated at Winnipeg this 19 day of March, 2018  
(location) (month) (year)

  
Signature of Solicitor

Keith Senden, 1700-360 Main Street, Winnipeg, MB  
(print name and address)

I hereby acknowledge that all of the statements in the above Certificate are true and correct. Neither the Borrower, nor the Bank, nor any business associates of either of them, nor any other person has used any compulsion or made any threat or exercised any undue influence to induce me to take the action mentioned in the above Certificate. The above solicitor, in advising me as stated in the above Certificate, was consulted by me as my personal solicitor and in my interest only. I confirm that I received the above noted advice prior to the delivery of the above document(s) to the Bank.

  
Signature of Obligor

THIS IS EXHIBIT "B"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, appearing to be 'J. Semler', is written over a horizontal line. Below the line, the text 'A NOTARY PUBLIC IN AND FOR THE PROVINCE OF ALBERTA' is printed in a bold, sans-serif font.

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

## Business Debtor

### Search by Business Debtor

Date: 2020-09-28  
Time: 3:27:35 PM  
Transaction Number: 10256852362  
User ID:

Business Name: KINGS CARGO EXPRESS LTD.

2 exact matches were found.

5 similar matches were found.

### EXACT MATCHES

| Business Debtor Name        | No. of Registrations |
|-----------------------------|----------------------|
| 1. KINGS CARGO EXPRESS LTD. | 13                   |
| 2. Kings Cargo Express Ltd. | 3                    |

### 1. KINGS CARGO EXPRESS LTD.

|   |   |
|---|---|
| 1.1 KINGS CARGO EXPRESS LTD.: Registration 201813718605 (2018-07-31 2:18:19 PM) |   |
| Registered under  | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)  | 2023-07-31  |
| Special Notices   | Purchase Money Security Interest  |
| Debtor Address  | 1870 KING EDWARD ST<br>WINNIPEG, MB<br>Canada R2R0Z9                        |
| Secured Parties<br>(party code, name, address)                                  | Ford Credit Canada Company<br>PO Box 2400<br>Edmonton, AB<br>Canada T5J 5C7 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)        | 1FTEW1E57JFC34780<br>Motor Vehicle<br>2018<br>FORD F150                     |

### 1.2 KINGS CARGO EXPRESS LTD.: Registration 201708919409 (2017-05-23 11:41:34 AM)

|  |   |
|--|---|
| Registered under   | The Personal Property Security Act                |
| Expiry Date (YYYY-MM-DD)   | 2021-05-23  |
| Debtor Address   | 1870 KING EDWARD<br>WINNIPEG, MB<br>Canada R0R0Z9 |
| This registration is jointly<br>registered with these<br>individual debtors (surname,<br>first given name, second<br>given name) | SINGH, SHARANJIT<br><br>SHARANJIT, SINGH          |
| This registration is jointly<br>registered with these<br>business debtors  | DTS TRUCKING, LTD.<br><br>KINGS CARGO GROUP LTD.  |

|  |  |
|--|--|
| Secured Parties<br>(party code, name, address) | ECN FINANCIAL INC.<br>900-4 ROBERT SPECK PARKWAY<br>MISSISSAUGA, ON<br>Canada L4Z1S1 |
|--|--|



|  |  |
|--|--|
| General Collateral Description                                     | ONE (1) USED 2012 VOLVO VNL64T 670 T/A HIGHWAY TRACTOR WITH REPAIRS S/N 4V4NC9EJ3CN556589<br>TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE 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 COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL |
| Serial Numbered Goods (serial number, category, year, description) | 4V4NC9EJ3CN556589<br>Motor Vehicle<br>2012<br>VOLVO VNL64T 670   |
| Change History   | Registration Number: 201713009119 (2017-07-19 3:28:09 PM)<br>Sections Changed: Business Debtors  |
|  | Registration Number: 201708925611 (2017-05-23 12:07:01 PM)<br>Sections Changed: General Collateral Description   |

|  |   |
|--|---|
| 1.3 KINGS CARGO EXPRESS LTD.: Registration 201705704606 (2017-04-04 3:12:37 PM)                                      |   |
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2021-04-04  |
| Special Notices  | Perfection in Another Jurisdiction, Purchase Money Security Interest, Trust Indenture         |
| Debtor Address   | 1870 KING EDWARD STREET<br>WINNIPEG, MB<br>CA R2R0G9  |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT  |
| Secured Parties (party code, name, address)  | L.A.K.E.S. LEASING CORPORATION<br>2158 ARMSTRONG STREET<br>SUDBURY, ON<br>CA P3E5G9           |
| General Collateral Description   | GENERAL SECURITY AGREEMENT OVER ANY AND ALL EQUIPMENT AND RECEIVABLES OWNED BY THE LESSEE(S). |
| Serial Numbered Goods (serial number, category, year, description)   | 4V4NC9EG2CN548617<br>Motor Vehicle<br>2012<br>VOLVO DAY CAB TRACTOR                           |
|  | 4V4NC9EGXCN548607<br>Motor Vehicle<br>2012<br>VOLVO DAY CAB TRACTOR                           |

|   |  |
|---|--|
| 1.4 KINGS CARGO EXPRESS LTD.: Registration 201606615502 (2016-04-12 2:47:05 PM) |  |
| Registered under  | The Personal Property Security Act                       |
| Expiry Date (YYYY-MM-DD)  | 2021-04-12   |
| Debtor Address  | 1870 KING EDWARD STREET<br>WINNIPEG, MB<br>Canada R3R0Z9 |

|  |   |
|--|---|
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT  |
| This registration is jointly registered with these business debtors  | KINGS CARGO GROUP LTD.  |
| Secured Parties (party code, name, address)  | ARUNDEL CAPITAL CORPORATION<br>SUITE 420, 5119 ELBOW DRIVE SW<br>CALGARY, AB<br>Canada T2V1H2   |
| General Collateral Description   | ONE(1) USED 2014 VOLVO VNL64T670 HIGHWAY TRACTOR S/N 4V4NC9EH8EN163221 TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods (serial number, category, year, description)   | 4V4NC9EH8EN163221<br>Motor Vehicle<br>2014<br>VOLVO VNL64T670 HWY   |

|  |  |
|--|--|
| 1.5 KINGS CARGO EXPRESS LTD.: Registration 201606615308 (2016-04-12 2:43:05 PM)                                      |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2022-04-12   |
| Debtor Address   | 1870 KING EDWARD STREET<br>WINNIPEG, MB<br>Canada R3R0Z9   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT   |
| This registration is jointly registered with these business debtors  | KINGS CARGO GROUP LTD.   |
| Secured Parties (party code, name, address)  | ARUNDEL CAPITAL CORPORATION<br>SUITE 420, 5119 ELBOW DRIVE SW<br>CALGARY, AB<br>Canada T2V1H2  |
| General Collateral Description   | ONE(1) USED 2014 LODE KING 53FT FLAT DECK TRAILER S/N 2LDPF5337EL057313 TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
|  | 2LDPF5337EL057313<br>Trailer   |

|  |   |
|--|---|
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 2014<br>LODEKING 53FT FLAT DECK   |
| Change History   | Registration Number: 201606720810 (2016-04-13 5:05:44 PM)<br>Sections Changed: Business Debtors |

|  |  |
|--|--|
| 1.6 KINGS CARGO EXPRESS LTD.: Registration 201517051506 (2015-09-04 3:45:59 PM)                                      |  |
| Registered under   | The Personal Property Security Act   |
| Status   | Expired  |
| Expiry Date (YYYY-MM-DD)   | 2020-09-04   |
| Special Notices  | Purchase Money Security Interest   |
| Debtor Address   | 1870 KING EDWARD STREET<br>WINNIPEG, MANITOBA<br>Canada R2R 0Z9  |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT   |
| This registration is jointly registered with these business debtors  | CANADA CARGO LINES LTD.  |
|  | DTS TRUCKING, LTD.   |
|  | EASY FR8 LINES LTD.  |
| Secured Parties<br>(party code, name, address)   | AD196<br>ESSEX LEASE FINANCIAL CORPORATION<br>770 10655 SOUTHPORT ROAD SW<br>CALGARY, ALBERTA<br>Canada T2W 4Y1  |
| General Collateral Description   | 2014 LODE KING 53' TRIAXLE DROP DECK TRAILER S/N 2LDS5331EG057770,<br>2008 LODE KING TAN DROP DECK TRAILER S/N 2LDS53288G047832,<br>2015 CARRIER X4 7300 REEFER UNIT (MODEL NLW136L0) S/N RAK91418863,<br>2008 UTILITY 53' REEFER TRAILER S/N 1UYVS25318U322912,<br>TOGETHER WITH ALL 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 AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)   | 2LDS5331EG057770<br>Trailer<br>2014<br>LODE KING 53' TRIAXLE DROP DECK   |
|  | 2LDS53288G047832<br>Trailer<br>2008<br>LODE KING TAN DROP DECK   |
|  | RAK91418863<br>Trailer<br>2015<br>CARRIER X4 7300 REEFER UNIT  |
|  | 1UYVS25318U322912<br>Trailer<br>2008<br>UTILITY 53' REEFER TRAILER   |
| Change History   | Registration Number: 201521475612 (2015-11-09 10:41:44 AM)<br>Sections Changed: Individual Debtors   |

|   |
|---|
| 1.7 KINGS CARGO EXPRESS LTD.: Registration 201515671604 (2015-08-18 4:01:51 PM) |
|---|

|  |   |
|--|---|
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2021-08-18  |
| Special Notices  | Purchase Money Security Interest  |
| Debtor Address   | 1870 KING EDWARD STREET<br>WINNIPEG, MANITOBA<br>Canada R2R 0Z9   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT  |
| This registration is jointly registered with these business debtors  | CANADA CARGO LINES LTD.   |
|  | DTS TRUCKING, LTD.  |
|  | EASY FR8 LINES LTD.   |
| Secured Parties (party code, name, address)  | AD188<br>ESSEX LEASE FINANCIAL CORPORATION<br>960 13401 108 AVENUE<br>SURREY, B.C.<br>Canada V3T 5T3  |
| General Collateral Description   | 2016 LODE KING LOW PRO COMBO STEP DECK TRAILER sERIAL # 2LDS5339GG061147,<br>2016 LODE KING LOW PRO COMBO STEP DECK TRAILER SERIAL # 2LDS5330GG061148,<br>TOGETHER WITH ALL 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 AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods (serial number, category, year, description)   | 2LDS5339GG061147<br>Trailer<br>2016<br>LODE KING LOW PRO COMBO STEP DECK  |
|  | 2LDS5330GG061148<br>Trailer<br>2016<br>LODE KING LOW PRO COMBO STEP DECK  |

1.8 KINGS CARGO EXPRESS LTD.: Registration 201513801004 (2015-07-22 6:46:45 PM)

|  |   |
|--|---|
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2021-07-22  |
| Special Notices  | Purchase Money Security Interest  |
| Debtor Address   | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6  |
| Secured Parties (party code, name, address)                        | ROYNAT INC.<br>Suite 1500, 4710 Kingsway St.<br>Burnaby, BC<br>Canada V5H4M2  |
| General Collateral Description                                     | (2) 2016 LODE-KING LOW PRO COMBO STEP DECK (S/N: 2LDS5330GG061148, 2LDS5339GG061147) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL |
| Serial Numbered Goods (serial number, category, year, description) | 2LDS5330GG061148<br>Trailer<br>2016<br>LODE KING LOW PRO COMBO  |

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|  | 2LDS5339GG061147<br>Trailer<br>2016<br>LODE KING LOW PRO COMBO |
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| 1.9 KINGS CARGO EXPRESS LTD.: Registration 201502806608 (2015-02-19 4:59:23 PM)                                      |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2021-02-19   |
| Debtor Address   | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT   |
|  | REHAL, MANJINDER, SINGH  |
|  | BRAICH, PARVINDER, SINGH   |
| This registration is jointly registered with these business debtors  | KINGS CARGO EXPRESS LTD.   |
|  | DTS TRUCKING, LTD.   |
|  | EASY FR8 LINES LTD.  |
| Secured Parties (party code, name, address)  | ARUNDEL CAPITAL CORPORATION<br>UNIT 1, 1625 - 34TH AVENUE SW<br>CALGARY, AB<br>Canada T2T2B5   |
| General Collateral Description   | ONE(1) NEW 2015 LODE KING SDG53-3 ALUMINUM/STEEL TRIAXLE DROP DECK TRAILER S/N 2LDS5339FG060532, ONE(1) NEW 2015 LODE KING SDG53-3 ALUMINUM/STEEL TRIAXLE DROP DECK TRAILER S/N 2LDS5330FG060533, TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods (serial number, category, year, description)   | 2LDS5339FG060532<br>Trailer<br>2015<br>LODE KING SDG53-3 DRP DCK   |
|  | 2LDS5330FG060533<br>Trailer<br>2015<br>LODE KING SDG53-3 DRP DCK   |

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| 1.10 KINGS CARGO EXPRESS LTD.: Registration 201502806608 (2015-02-19 4:59:23 PM)                                     |  |
| Registered under   | The Personal Property Security Act                 |
| Expiry Date (YYYY-MM-DD)   | 2021-02-19   |
| Debtor Address   | 425 OAK POINT HWY<br>WINNIPEG, MB<br>Canada R2R1T9 |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT                                   |
|  | REHAL, MANJINDER, SINGH                            |
|  | BRAICH, PARVINDER, SINGH                           |
| This registration is jointly registered with these business debtors  | KINGS CARGO EXPRESS LTD.                           |
|  | DTS TRUCKING, LTD.                                 |

|   |  |
|---|--|
|   | EASY FR8 LINES LTD.  |
| Secured Parties<br>(party code, name, address)                        | ARUNDEL CAPITAL CORPORATION<br>UNIT 1, 1625 - 34TH AVENUE SW<br>CALGARY, AB<br>Canada T2T2B5   |
| General Collateral<br>Description                                     | ONE(1) NEW 2015 LODE KING SDG53-3 ALUMINUM/STEEL TRIAXLE DROP DECK TRAILER S/N 2LDSD5339FG060532, ONE(1) NEW 2015 LODE KING SDG53-3 ALUMINUM/STEEL TRIAXLE DROP DECK TRAILER S/N 2LDSD5330FG060533, TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods<br>(serial number, category, year, description) | 2LDSD5339FG060532<br>Trailer<br>2015<br>LODE KING SDG53-3 DRP DCK  |
|   | 2LDSD5330FG060533<br>Trailer<br>2015<br>LODE KING SDG53-3 DRP DCK  |

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| 1.11 KINGS CARGO EXPRESS LTD.: Registration 201423726100 (2014-12-16 3:51:52 PM)                                     |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2020-12-16   |
| Special Notices  | Purchase Money Security Interest   |
| Debtor Address   | 1870 KING EDWARD STREET<br>WINNIPEG, MB<br>Canada R2R0G9   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT   |
| This registration is jointly registered with these business debtors  | DTS TRUCKING, LTD.   |
| Secured Parties<br>(party code, name, address)   | L.A.K.E.S. LEASING CORPORATION<br>2158 ARMSTRONG STREET<br>SUDBURY, ON<br>Canada P3E5G9  |
| General Collateral<br>Description  | SECURITY COVERAGE LIMITED TO RECEIVABLES, ACCOUNTS, REVENUES OR SALE RELATED TO OR PERTAINING TO LEASED ASSETS DESCRIBED HEREIN. |
| Serial Numbered Goods<br>(serial number, category, year, description)  | 1D9BG533XF1609684<br>Motor Vehicle<br>2015<br>DOONAN DROP DECK TRL   |
| Change History   | Registration Number: 201909726110 (2019-06-11 12:21:55 PM)<br>Sections Changed: General Collateral Description                   |

|   |                                    |
|---|------------------------------------|
| 1.12 KINGS CARGO EXPRESS LTD.: Registration 201404503400 (2014-03-19 10:09:40 AM) |                                    |
| Registered under  | The Personal Property Security Act |
|   |                                    |

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|--|--|
| Expiry Date (YYYY-MM-DD)   | 2021-03-19   |
| Debtor Address   | 425 OAK POINT HIGHWAY<br>WINNIPEG, MB<br>CANADA R2R 1T9  |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT   |
| This registration is jointly registered with these business debtors  | KINGS CARGO EXPRESS LTD.<br>DTS TRUCKING, LTD.<br>DTS TRUCKING, LTD.<br>DTS TRUCKING, LTD.   |
| Secured Parties (party code, name, address)  | BODKIN CAPITAL CORPORATION<br>UNIT 304 - 700 DORVAL DRIVE<br>OAKVILLE, ON<br>CANADA L6K 3V3  |
| General Collateral Description   | PURSUANT TO LEASE AGREEMENT 85755, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 85755 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING: 2014 LODE KING MODEL SDG51-2 51'DROP DECK TRAILER |
| Serial Numbered Goods (serial number, category, year, description)   | 2LDSD5125EG057460<br>Trailer<br>2014<br>LODE KING SDG51-2  |

|  |   |
|--|---|
| 1.13 KINGS CARGO EXPRESS LTD.: Registration 201404503400 (2014-03-19 10:09:40 AM)                                    |   |
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2021-03-19  |
| Debtor Address   | 26 SAVA WAY<br>WINNIPEG, MB<br>CANADA R2P 0G6   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT  |
| This registration is jointly registered with these business debtors  | KINGS CARGO EXPRESS LTD.<br>DTS TRUCKING, LTD.<br>DTS TRUCKING, LTD.<br>DTS TRUCKING, LTD.  |
| Secured Parties (party code, name, address)  | BODKIN CAPITAL CORPORATION<br>UNIT 304 - 700 DORVAL DRIVE<br>OAKVILLE, ON<br>CANADA L6K 3V3   |
| General Collateral Description   | PURSUANT TO LEASE AGREEMENT 85755, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 85755 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY |

|  |   |
|--|---|
|  | FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING:<br>2014 LODE KING MODEL SDG51-2 51'DROP DECK TRAILER |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 2LDS5125EG057460<br>Trailer<br>2014<br>LODE KING SDG51-2  |

## 2. Kings Cargo Express Ltd.

|  |   |
|--|---|
| 2.1 Kings Cargo Express Ltd.: Registration 201804519209 (2018-03-19 11:16:09 AM)                                     |   |
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2023-03-19  |
| Debtor Address   | Unit A-1870 King Edward Street<br>Winnipeg, Manitoba<br>Canada R2R 0Z9  |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | Singh, Sharanjit  |
| Secured Parties<br>(party code, name, address)   | The Toronto-Dominion Bank<br>201 Portage Avenue, Concourse Level<br>Winnipeg, Manitoba<br>Canada R3B 3K6  |
| General Collateral Description   | All indebtedness both present and future of Kings Cargo Express Ltd. to Sharanjit Singh pursuant to a Postponement and Assignment of Creditors Claim dated March 19, 2018 between the Secured Party, Sharanjit Singh and Kings Cargo Express Ltd. |

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| 2.2 Kings Cargo Express Ltd.: Registration 201804517400 (2018-03-19 11:09:21 AM) |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2023-03-19   |
| Debtor Address   | Unit A-1870 King Edward Street<br>Winnipeg, Manitoba<br>Canada R2R 0Z9   |
| This registration is jointly registered with these business debtors              | Canada Cargo Lines Ltd.<br>Lavish Transport Ltd.   |
| Secured Parties<br>(party code, name, address)                                   | The Toronto-Dominion Bank<br>201 Portage Avenue, Concourse Level<br>Winnipeg, Manitoba<br>Canada R3B 3K6   |
| General Collateral Description   | *The security interest is taken in all of the debtor's present and after-acquired personal property.<br><br>Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly from any dealings with the general collateral described above or proceeds therefrom. |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)         | 2WKLDD2G01K969415<br>Motor Vehicle<br>2001<br>WESTERN STAR   |



|   |
|---|
| 1FUYTWDBXYHG70821<br>Motor Vehicle<br>2000<br>FREIGHTLINER    |
| 4V4MC9GG22N331821<br>Motor Vehicle<br>2002<br>VOLVO           |
| 4V4MC9GG12N331826<br>Motor Vehicle<br>2002<br>VOLVO           |
| 4V4NC96GH53N347316<br>Motor Vehicle<br>2003<br>VOLVO          |
| 4V4NC9GH35N393021<br>Motor Vehicle<br>2005<br>VOLVO-VNL64T670 |
| 1FUJA6CVX5LV13511<br>Motor Vehicle<br>2005<br>FREIGHTLINER    |
| 1UYVS25318U322912<br>Motor Vehicle<br>2008<br>UTILITY         |
| 1HSHXAXR04J016134<br>Motor Vehicle<br>2004<br>INTERNATIONAL   |
| 4VG7DAGF2XN788979<br>Motor Vehicle<br>1999<br>VOLVO           |
| 2LDPF5337EL057313<br>Motor Vehicle<br>2014<br>LODE KING       |
| 4V4MC9GG22N331768<br>Motor Vehicle<br>2002<br>VOLVO           |
| 2LDSD4826DG055621<br>Motor Vehicle<br>2013<br>LODE KING       |
| 1XKTDU8X47J203279<br>Motor Vehicle<br>2007<br>KENWORTH        |
| 1HSHXAXR24J015454<br>Motor Vehicle<br>2004<br>INTERNATIONAL   |
| 1FUJA6CG01LH58042<br>Motor Vehicle<br>2001<br>FREIGHTLINER    |
| 1FUYDXB6TP718257<br>Motor Vehicle<br>1996<br>FREIGHTLINER     |
| 1FUYDEDB6XLB25170<br>Motor Vehicle                            |

|   |
|---|
| 1999<br>FREIGHTLINER  |
| 2FUY3MDB0WA889501<br>Motor Vehicle<br>1998<br>FREIGHTLINER                                  |
| 1FUJA6CK75LV03511<br>Motor Vehicle<br>2005<br>FREIGHTLINER                                  |
| 1HSHXAHR94J093454<br>Motor Vehicle<br>2004<br>INTERNATIONAL                                 |
| 2LDSD48289G049648<br>Motor Vehicle<br>2009<br>LODE KING                                     |
| 1XPHDP9X2CD147335<br>Motor Vehicle<br>2012<br>PETERBILT, 386                                |
| 2LDSD5339FGH060532<br>Trailer<br>2015<br>Lode King SDG53-3 Aluminum/Steel Triaxle Drop Deck |
| 2LDSD5330FGH060533<br>Trailer<br>2015<br>Lode King SDG53-3 Aluminum/Steel Triaxle Drop Deck |
| 2LDSD5330GG061148<br>Trailer<br>2016<br>Lode king Low Pro Combo Step Deck                   |
| 2LDSD5339GG061147<br>Trailer<br>2016<br>Lode king Low Pro Combo Step Deck                   |
| 4V4NC9EH8EN163221<br>Motor Vehicle<br>2014<br>Volvo VNL64T670 HWY                           |
| 4V4NC9EJ3CN556589<br>Motor Vehicle<br>2012<br>Volvo VNL670 Tractor                          |
| 1FTEW1E57JFC34780<br>Motor Vehicle<br>2013<br>Ford F150                                     |
| 4V4N9EJ3CN554589<br>Motor Vehicle<br>2012<br>Volvo VNL64T 670                               |
| 4V4NC9EG2CN548617<br>Motor Vehicle<br>2012<br>Volvo Day Cab Tractor                         |
| 4V4NC9EGXCN548607<br>Motor Vehicle<br>2012<br>Volvo Day Cab Tractor                         |
| 2LDSD5331EH057770<br>Trailer<br>2014<br>Lode King 53ft Triaxle Drop Deck                    |

|   |
|---|
| 2LDSD53288G047832<br>Trailer<br>2008<br>Lode King Tan Drop Deck             |
| RAK91418863<br>Trailer<br>2015<br>Carrier X4 7300 Reefer Unit               |
| 2LDSD5339FG060532<br>Trailer<br>2015<br>Lode King SDG53-3 Drop Deck         |
| 2LDSD5330FG060533<br>Trailer<br>2015<br>Lode King SG53-3 Drop Deck          |
| 1D9BG533XF1609684<br>Motor Vehicle<br>2014<br>Doonan Drop Deck TRL          |
| 2LDSD5125EG057460<br>Trailer<br>2014<br>Lode King SDG51-2                   |
| 2LDSD5332FG060534<br>Trailer<br>2015<br>Lode King SDG53-3 Drop Deck Trailer |
| 13N648206E3560889<br>Trailer<br>2014<br>Fontaine Renegade LXT40             |
| 13NM0410SE35P0715<br>Trailer<br>2014<br>Fontaine Rear Dolly                 |
| 1XKADB8X47J093880<br>Motor Vehicle<br>2007<br>Kenworth T600 Hwy Trac        |
| 1XKADB8X67J093637<br>Motor Vehicle<br>2007<br>Kenworth T600 Hwy Trac        |
| 1D9BG5337G1608322<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5339G1608323<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5330G1609324<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5330G1609325<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5330G1609326<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5331F1609685<br>Trailer  |

|                |   |
|----------------|---|
|                | 2015<br>Doonan Drop Deck  |
|                | 1D9BG5331F1609686<br>Trailer<br>2015<br>Doonan Drop Deck  |
|                | 1D9BG5331F1609687<br>Motor Vehicle<br>2015<br>Doonan Drop Deck  |
|                | 2LDSD5320DG055627<br>Trailer<br>2013<br>Lode King SDG53-2   |
|                | 2LDPF533DL055001<br>Trailer<br>2013<br>Lode King PFL53-3  |
|                | 2LDPF533DL055002<br>Trailer<br>2013<br>Lode King PFL53-3  |
|                | 2LDSD5129EG057462<br>Trailer<br>2014<br>Lode King SDG51-2   |
|                | 2LDSD5129EG057463<br>Trailer<br>2014<br>Lode King SDG51-2   |
|                | 2LDPF5331FL0606760<br>Trailer<br>2015<br>Lode King PFL53-3 Flatdeck Trailer   |
|                | 2LDPF5331FL0606761<br>Trailer<br>2015<br>Lode King PFL53-3 Flatdeck Trailer   |
|                | 1D9BG5334G1609228<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
|                | 1D9BG5334G1609229<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
|                | 1D9BG5334G1609230<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
|                | 1D9BG5334G1609231<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
|                | 1D9BG5334G1609232<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
| Change History | Registration Number: 202015932319 (2020-09-28 1:46:43 PM)<br>Sections Changed: General Collateral Description, Business Debtors |
|                | Registration Number: 202015776813 (2020-09-24 5:33:08 PM)<br>Sections Changed: Serial Numbered Goods                            |
|                | Registration Number: 202004734914 (2020-03-24 3:59:40 PM)<br>Sections Changed: Serial Numbered Goods                            |
|                | Registration Number: 201821418416 (2018-11-28 1:45:54 PM)<br>Sections Changed: Serial Numbered Goods                            |

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| 2.3 Kings Cargo Express Ltd.: Registration 201608424909 (2016-05-06 6:31:33 PM)                                      |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2021-04-10   |
| Debtor Address   | 425 Oak Point Highway<br>Unit B<br>Winnipeg, Manitoba<br>Canada R3R 1T9  |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | Rehal, Manjinder, Singh  |
| This registration is jointly registered with these business debtors  | Easy FR8 Lines Ltd.  |
|  | KING'S CARGO GROUP LTD.  |
|  | DTS Trucking Ltd.  |
| Secured Parties (party code, name, address)  | MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION<br>403-960 Quayside Drive<br>New Westminster, BC<br>Canada V3M 6G2   |
| General Collateral Description   | TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods (serial number, category, year, description)   | 2LDSD5332FG060534<br>Trailer<br>2015<br>Lode King SDG53-3 Drop Deck Trailer  |
| Change History   | Registration Number: 201813800611 (2018-08-01 11:00:45 AM)<br>Sections Changed: Business Debtors   |

END OF EXACT MATCHES

## Business Debtor

Search by Business Debtor: 5 similar matches were found.

| Business Debtor Name       | No. of Registrations |
|----------------------------|----------------------|
| 1. KING'S CARGO GROUP LTD. | 1                    |
| 2. KINGS CARGO EXPRESS LTD | 10                   |
| 3. KINGS CARGO GROUP LTD   | 12                   |
| 4. KINGS CARGO GROUP LTD.  | 23                   |
| 5. Kings Cargo Group Ltd.  | 3                    |

1. KING'S CARGO GROUP LTD.

☐ Include in Printed Search Results

|  |  |
|--|--|
| 1.1 KING'S CARGO GROUP LTD.: Registration 201608424909 (2016-05-06 6:31:33 PM)                                       |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2021-04-10   |
| Debtor Address   | 11 RAPHAEL STREET<br>WINNIPEG, MB<br>Canada R3T2P6   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | Rehal, Manjinder, Singh  |
| This registration is jointly registered with these business debtors  | Easy FR8 Lines Ltd.  |
|  | Kings Cargo Express Ltd.   |
|  | DTS Trucking Ltd.  |
| Secured Parties (party code, name, address)  | MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION<br>403-960 Quayside Drive<br>New Westminster, BC<br>Canada V3M 6G2   |
| General Collateral Description   | TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods (serial number, category, year, description)   | 2LDSD5332FG060534<br>Trailer<br>2015<br>Lode King SDG53-3 Drop Deck Trailer  |
| Change History   | Registration Number: 201813800611 (2018-08-01 11:00:45 AM)<br>Sections Changed: Business Debtors   |

2. KINGS CARGO EXPRESS LTD

☐ Include in Printed Search Results

|  |                                    |
|--|------------------------------------|
| 2.1 KINGS CARGO EXPRESS LTD: Registration 202009246608 (2020-06-16 5:10:55 PM) |                                    |
| Registered under   | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD)   | 2024-06-16                         |
| Debtor Address   |                                    |

|   |   |
|---|---|
|   | 1870 KING EDWARD Street<br>WINNIPEG, MB<br>Canada R2R0Z9  |
| Secured Parties<br>(party code, name, address)                        | Canadian Dealer Lease Services Inc.<br>372 Bay Street, Suite 1800<br>TORONTO, ON<br>Canada M5H2W9<br><br>Bank of Nova Scotia - DLAC<br>44 KING STREET W, SCOTIA PLAZA<br>TORONTO, ON<br>Canada M5H1H1 |
| General Collateral Description  | OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES  |
| Serial Numbered Goods<br>(serial number, category, year, description) | SALGV5SE5LA402870<br>Motor Vehicle<br>2020<br>Land Rover Range Rover  |

#### 2.2 KINGS CARGO EXPRESS LTD: Registration 202008349101 (2020-06-03 6:11:21 AM)

|   |   |
|---|---|
| Registered under  | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)  | 2025-06-03  |
| Special Notices   | Purchase Money Security Interest  |
| Debtor Address  | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6                                |
| Secured Parties<br>(party code, name, address)                        | HONDA CANADA FINANCE INC.<br>180 HONDA BLVD<br>MARKHAM, ON<br>Canada L6C0H9 |
| Serial Numbered Goods<br>(serial number, category, year, description) | 5J8YD4H81LL803252<br>Motor Vehicle<br>2020<br>ACURA MDX                     |

#### 2.3 KINGS CARGO EXPRESS LTD: Registration 202002125503 (2020-02-08 11:24:21 AM)

|   |  |
|---|--|
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2025-02-08   |
| Debtor Address  | 11 RAPHAEL ST<br>WINNIPEG, MB<br>Canada R3T2P6   |
| Secured Parties<br>(party code, name, address)                        | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category, year, description) | 3AKJHHDR7LSKW9116<br>Motor Vehicle<br>2020<br>FREIGHTLINER CASCADIA                      |

#### 2.4 KINGS CARGO EXPRESS LTD: Registration 202002125406 (2020-02-08 11:22:16 AM)

|  |  |
|--|--|
| Registered under                               | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)                       | 2025-02-08   |
| Debtor Address                                 | 11 RAPHAEL ST<br>WINNIPEG, MB<br>Canada R3T2P6   |
| Secured Parties<br>(party code, name, address) | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |

|  |   |
|--|---|
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 3AKJHHDR1LSKW9113<br>Motor Vehicle<br>2020<br>FREIGHTLINER CASCADIA |
|--|---|

|   |  |
|---|--|
| 2.5 KINGS CARGO EXPRESS LTD: Registration 202002125309 (2020-02-08 11:17:17 AM) |  |
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2025-02-08   |
| Debtor Address  | 11 RAPHAEL ST<br>WINNIPEG, MB<br>Canada R3T2P6   |
| Secured Parties<br>(party code, name, address)                                  | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)        | 3AKJHHDRXLSKW9112<br>Motor Vehicle<br>2020<br>FREIGHTLINER CAS                           |

|   |  |
|---|--|
| 2.6 KINGS CARGO EXPRESS LTD: Registration 202002124906 (2020-02-08 10:46:09 AM) |  |
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2025-02-08   |
| Debtor Address  | 11 RAPHAEL ST<br>WINNIPEG, MB<br>Canada R3T2P6   |
| Secured Parties<br>(party code, name, address)                                  | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)        | 3AKJHHDR0LSKW9118<br>Motor Vehicle<br>2020<br>FREIGHTLINER CASCADIA                      |

|   |  |
|---|--|
| 2.7 KINGS CARGO EXPRESS LTD: Registration 202002124809 (2020-02-08 10:43:35 AM) |  |
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2025-02-08   |
| Debtor Address  | 11 RAPHAEL ST<br>WINNIPEG, MB<br>Canada R3T2P6   |
| Secured Parties<br>(party code, name, address)                                  | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)        | 3AKJHHDR9LSKW9117<br>Motor Vehicle<br>2020<br>FREIGHTLINER CASCADIA                      |

|  |  |
|--|--|
| 2.8 KINGS CARGO EXPRESS LTD: Registration 201808686509 (2018-05-18 9:26:14 AM) |  |
| Registered under   | The Personal Property Security Act           |
| Expiry Date (YYYY-MM-DD)   | 2023-05-18                                   |
| Special Notices  | Purchase Money Security Interest             |
| Debtor Address   | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6 |



|  |   |
|--|---|
| Secured Parties<br>(party code, name, address)                           | HONDA CANADA FINANCE INC.<br>180 HONDA BLVD<br>MARKHAM, ON<br>Canada L6C0H9 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 2HGFC2F88JH027102<br>Motor Vehicle<br>2018<br>HONDA CIVIC                   |

#### 2.9 KINGS CARGO EXPRESS LTD: Registration 201719576406 (2017-10-26 9:40:29 AM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2022-10-26   |
| Debtor Address   | 1870 KING EDWARD ST<br>WINNIPEG, MB<br>Canada R2R0Z9   |
| Secured Parties<br>(party code, name, address)                           | CLE CAPITAL INC.<br>3390 SOUTH SERVICE RD. STE 301<br>BURLINGTON, ON<br>Canada L7N3J5            |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 5KJJBHDR5JLJX4297<br>Motor Vehicle<br>2018<br>WESTERN STAR 5700                                  |
| Change History   | Registration Number: 201720012010 (2017-11-01 11:43:47 AM)<br>Sections Changed: Secured Parties  |
|  | Registration Number: 201719680912 (2017-10-27 11:44:39 AM)<br>Sections Changed: Business Debtors |

#### 2.10 KINGS CARGO EXPRESS LTD: Registration 201518499101 (2015-09-25 4:53:46 PM)

|  |   |
|--|---|
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2021-09-25  |
| Debtor Address   | 425 OAK POINT HWY DU UNIT B<br>WINNIPEG, MB<br>Canada R2R1T9                          |
| Secured Parties<br>(party code, name, address)                           | RYDER TRUCK RENTAL CANADA LTD<br>700 CREDITSTONE ROAD<br>CONCORD, ON<br>Canada L4K5A5 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH4GN940030<br>Motor Vehicle<br>2016<br>VOLVO VNL64TRACTOR                      |

### 3. KINGS CARGO GROUP LTD

☐ Include in Printed Search Results

#### 3.1 KINGS CARGO GROUP LTD: Registration 201912682000 (2019-07-26 9:50:44 AM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2024-07-26   |
| Debtor Address   | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH3LN220891<br>Motor Vehicle<br>2020<br>VOLVO 760                                  |

**3.2 KINGS CARGO GROUP LTD: Registration 201910745404 (2019-06-26 3:32:37 PM)**

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2023-06-26   |
| Debtor Address   | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 2LDPF5321LL068411<br>Trailer<br>2020<br>LODE KING FLAT DECK                              |
|  | 2LDPF5323LL068412<br>Trailer<br>2020<br>LODE KING FLAT DECK                              |

**3.3 KINGS CARGO GROUP LTD: Registration 201907647507 (2019-05-09 3:34:51 PM)**

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2024-05-09   |
| Debtor Address   | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH7LN220893<br>Motor Vehicle<br>2020<br>VOLVO 760                                  |

**3.4 KINGS CARGO GROUP LTD: Registration 201907636009 (2019-05-09 2:23:28 PM)**

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2024-05-09   |
| Debtor Address   | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH5LN220892<br>Motor Vehicle<br>2020<br>VOLVO 760                                  |

**3.5 KINGS CARGO GROUP LTD: Registration 201900636607 (2019-01-11 5:15:16 PM)**

|  |  |
|--|--|
| Registered under                               | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)                       | 2023-01-11   |
| Debtor Address                                 | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address) | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |

|  |   |
|--|---|
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH9KN210820<br>Motor Vehicle<br>2019<br>VOLVO 760 |
|--|---|

### 3.6 KINGS CARGO GROUP LTD: Registration 201821065203 (2018-11-22 11:09:42 AM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2022-11-22   |
| Debtor Address   | 26 SAYA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EHXKN210812<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |
|  | 4V4NC9EH1KN210813<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

### 3.7 KINGS CARGO GROUP LTD: Registration 201821064606 (2018-11-22 11:05:40 AM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2022-11-22   |
| Debtor Address   | 26 SAYA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH6KN210810<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |
|  | 4V4NC9EHXKN210809<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

### 3.8 KINGS CARGO GROUP LTD: Registration 201821064002 (2018-11-22 11:00:58 AM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2022-11-22   |
| Debtor Address   | 26 SAYA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH3KN210814<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

### 3.9 KINGS CARGO GROUP LTD: Registration 201820261700 (2018-11-08 10:58:27 AM)

|                          |                                    |
|--------------------------|------------------------------------|
| Registered under         | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2022-11-08                         |

|  |  |
|--|--|
| Debtor Address   | 26 SEVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH8KN900932<br>Motor Vehicle<br>2019<br>VOLVO 760 GT                               |

### 3.10 KINGS CARGO GROUP LTD: Registration 201812551502 (2018-07-15 2:29:15 PM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2023-07-15   |
| Debtor Address   | 26 SEVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH4KN905190<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

### 3.11 KINGS CARGO GROUP LTD: Registration 201812551405 (2018-07-15 2:27:54 PM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2023-07-15   |
| Debtor Address   | 26 SEVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH6KN193006<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

### 3.12 KINGS CARGO GROUP LTD: Registration 201806593902 (2018-04-18 4:36:29 PM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2023-04-18   |
| Debtor Address   | 26 SEVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH9KN899421<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |
|  | 4V4NC9EH2KN905155<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

## 4. KINGS CARGO GROUP LTD.

☐ Include in Printed Search Results

| 4.1 KINGS CARGO GROUP LTD.: Registration 202014325800 (2020-09-01 4:42:37 PM) |  |
|---|--|
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2025-09-01   |
| Debtor Address  | 344 DAWSON RD N<br>WINNIPEG, MANITOBA<br>Canada R2J 0S7  |
| This registration is jointly registered with these business debtors           | LAVISH TRANSPORT LTD.  |
| Secured Parties (party code, name, address)                                   | CANADIAN WESTERN BANK<br>300 - 606 4TH STREET SW<br>Calgary, AB<br>Canada T2P 1T1  |
| General Collateral Description  | *The security interest is taken in all of the debtor's present and after-acquired personal property.<br><br>All present and after-acquired property of the Debtor and all after-acquired proceeds thereof. |

| 4.2 KINGS CARGO GROUP LTD.: Registration 201920170809 (2019-11-21 12:51:00 PM)                                       |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2023-11-21   |
| Debtor Address   | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | REHAL, MANJINDER, SINGH  |
| Secured Parties (party code, name, address)  | COAST CAPITAL EQUIPMENT FINANCE LTD.<br>800-9900 KING GEORGE BLVD.<br>SURREY, BC<br>Canada V3T0K7  |
| General Collateral Description   | ONE (1) USED KOMATSU WA250PZ-6 LOADER S/N 76444 C/W 60'FORCKRACK S/N AT0023697 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods (serial number, category, year, description)   | 76444<br>Motor Vehicle<br>2012<br>KOMATSU WA250PZ-6 LOADER   |

| 4.3 KINGS CARGO GROUP LTD.: Registration 201912813105 (2019-07-29 2:26:23 PM) |  |
|---|--|
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2021-07-29   |
| Debtor Address  | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties (party code, name, address)                                   | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |

|  |   |
|--|---|
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EJ7FN910490<br>Motor Vehicle<br>2015<br>VOLVO 670 |
|--|---|

|   |  |
|---|--|
| 4.4 KINGS CARGO GROUP LTD.: Registration 201912408804 (2019-07-23 9:26:53 AM) |  |
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2024-07-23   |
| Debtor Address  | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                                | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)      | 4V4NC9EH2KN210822<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

|   |   |
|---|---|
| 4.5 KINGS CARGO GROUP LTD.: Registration 201909508008 (2019-06-06 5:55:37 PM) |   |
| Registered under  | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)  | 2025-06-06  |
| Debtor Address  | 1870 King Edward Street<br>Winnipeg, MB<br>Canada R2P0G6  |
| Secured Parties<br>(party code, name, address)                                | COAST CAPITAL EQUIPMENT FINANCE LTD.<br>800-9900 KING GEORGE BLVD.<br>SURREY, BC<br>Canada V3T0K7   |
| General Collateral Description  | TWO (2) NEW 2020 VOLVO VVN TRUCKS S/N 4V4NC9EH3LN227131 AND S/N 4V4NC9EH7LN227133 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)      | 4V4NC9EH3LN227131<br>Motor Vehicle<br>2020<br>VOLVO VVN   |
|   | 4V4NC9EH7LN227133<br>Motor Vehicle<br>2020<br>VOLVO VVN   |
| Change History  | Registration Number: 201909541315 (2019-06-07 11:10:45 AM)<br>Sections Changed: Expiry Date   |

|  |  |
|--|--|
| 4.6 KINGS CARGO GROUP LTD.: Registration 201909096303 (2019-05-31 4:49:50 PM)  |  |
| Registered under   | The Personal Property Security Act                       |
| Expiry Date (YYYY-MM-DD)   | 2025-05-31   |
| Debtor Address   | 1870 KING EDWARD STREET<br>WINNIPEG, MB<br>Canada R2P0G6 |
| This registration is jointly<br>registered with these<br>individual debtors (surname,<br>first given name, second<br>given name) | REHAL, MANJINDER, SINGH                                  |

|   |  |
|---|--|
| Secured Parties<br>(party code, name, address)                        | COAST CAPITAL EQUIPMENT FINANCE LTD.<br>800-9900 KING GEORGE BLVD.<br>SURREY, BC<br>Canada V3T0K7  |
| General Collateral Description  | THREE (3) NEW 2020 LODE KING PFL532 FLAT DECK TRAILERS S/N 2LDPF5327LL068297; 2LDPF5329LL068298; 2LDPF5320LL068271 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods<br>(serial number, category, year, description) | 2LDPF5327LL068297<br>Trailer<br>2020<br>LODE KING PFL532   |
|   | 2LDPF5329LL068298<br>Trailer<br>2020<br>LODE KING PFL532   |
|   | 2LDPF5320LL068271<br>Trailer<br>2020<br>LODE KING PFL532   |

#### 4.7 KINGS CARGO GROUP LTD.: Registration 201822326302 (2018-12-13 11:17:05 AM)

|   |   |
|---|---|
| Registered under  | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)  | 2024-12-12  |
| Special Notices   | Purchase Money Security Interest  |
| Debtor Address  | 11 RAPHAEL ST<br>Winnipeg, MB<br>Canada R3T2P6  |
| Secured Parties<br>(party code, name, address)                        | Bank Of Montreal<br>5750 Explorer Drive<br>Mississauga, ON<br>Canada L4W 0A9  |
| General Collateral Description  | The goods described herein, wherever situated, and all present and after-acquired intellectual property, intangibles, attachments, accessories and accessions thereto and spare parts, replacements, substitutions, exchanges and trade-ins therefor, and all rights, receivables and chattel paper derived from or evidencing the lease or rental thereof by the Debtor to third parties, and all proceeds relating thereto. Proceeds: all of the Debtor's present and after-acquired personal property which is derived directly or indirectly from any dealing with or disposition of the above-described collateral, including, without limiting the generality of the foregoing, all insurance and other payments payable as indemnity or compensation for loss or damage thereto and all chattel paper, documents of title, goods, instruments, intangibles, money and investment properties. |
| Serial Numbered Goods<br>(serial number, category, year, description) | 2LDSD5334KG067043<br>Trailer<br>2019<br>Lode King 53' Step Deck Trailer SDG533  |
|   | 2LDSD5336KG067044<br>Trailer<br>2019<br>Lode King 53' Step Deck Trailer SDG533  |
|   | 2LDSD5330KG066097<br>Trailer<br>2019<br>Lode King 53' Step Deck Trailer SDG533  |

#### 4.8 KINGS CARGO GROUP LTD.: Registration 201813485007 (2018-07-27 10:10:36 AM)

|  |                                    |
|--|------------------------------------|
|  | The Personal Property Security Act |
|--|------------------------------------|

|   |  |
|---|--|
| Registered under  |  |
| Expiry Date (YYYY-MM-DD)  | 2024-07-27   |
| Special Notices   | Purchase Money Security Interest   |
| Debtor Address  | 11 RAPHAEL STREET<br>WINNIPEG, MB<br>Canada R3T 2P6  |
| This registration is jointly registered with these business debtors | KINGS CARGO GROUP LTD.   |
| Secured Parties (party code, name, address)                         | VFS CANADA INC.<br>238 WELLINGTON ST. E. 3RD FLR.<br>AURORA, ON<br>Canada L4G 1J5  |
| General Collateral Description                                      | 2017 VOLVO VNL64T 670 S/N 4V4NC9EH8HN967491 THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. |
| Serial Numbered Goods (serial number, category, year, description)  | 4V4NC9EH8HN967491<br>Motor Vehicle<br>2017<br>VOLVO VNL64T 670   |
| Change History  | Registration Number: 201814340410 (2018-08-10 9:53:51 AM)<br>Sections Changed: Business Debtors  |

#### 4.9 KINGS CARGO GROUP LTD.: Registration 201813485007 (2018-07-27 10:10:36 AM)

|   |  |
|---|--|
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2024-07-27   |
| Special Notices   | Purchase Money Security Interest   |
| Debtor Address  | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P 0G6  |
| This registration is jointly registered with these business debtors | KINGS CARGO GROUP LTD.   |
| Secured Parties (party code, name, address)                         | VFS CANADA INC.<br>238 WELLINGTON ST. E. 3RD FLR.<br>AURORA, ON<br>Canada L4G 1J5  |
| General Collateral Description                                      | 2017 VOLVO VNL64T 670 S/N 4V4NC9EH8HN967491 THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. |
| Serial Numbered Goods (serial number, category, year, description)  | 4V4NC9EH8HN967491<br>Motor Vehicle<br>2017<br>VOLVO VNL64T 670   |
| Change History  | Registration Number: 201814340410 (2018-08-10 9:53:51 AM)<br>Sections Changed: Business Debtors  |

#### 4.10 KINGS CARGO GROUP LTD.: Registration 201813484809 (2018-07-27 10:07:16 AM)

|                          |   |
|--------------------------|---|
| Registered under         | The Personal Property Security Act                  |
| Expiry Date (YYYY-MM-DD) | 2024-07-27  |
| Special Notices          | Purchase Money Security Interest                    |
| Debtor Address           | 11 RAPHAEL STREET<br>WINNIPEG, MB<br>Canada R3T 2P6 |
|                          | KINGS CARGO GROUP LTD.                              |



|   |  |
|---|--|
| This registration is jointly registered with these business debtors   |  |
| Secured Parties<br>(party code, name, address)                        | VFS CANADA INC.<br>238 WELLINGTON ST. E. 3RD FLR.<br>AURORA, ON<br>Canada L4G 1J5  |
| General Collateral Description  | 2017 VOLVO VNL64T 670 S/N 4V4NC9EH1HN967493 C/W BFG BUMPER<br>// THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN,<br>TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. |
| Serial Numbered Goods<br>(serial number, category, year, description) | 4V4NC9EH1HN967493<br>Motor Vehicle<br>2017<br>VOLVO VNL64T 670   |
| Change History  | Registration Number: 201814340118 (2018-08-10 9:52:36 AM)<br>Sections Changed: Business Debtors  |

|   |  |
|---|--|
| 4.11 KINGS CARGO GROUP LTD.: Registration 201813484809 (2018-07-27 10:07:16 AM) |  |
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2024-07-27   |
| Special Notices   | Purchase Money Security Interest   |
| Debtor Address  | 26 SAVA WAY<br>WINNIPEG, MB<br>Canada R2P 0G6  |
| This registration is jointly registered with these business debtors             | KINGS CARGO GROUP LTD.   |
| Secured Parties<br>(party code, name, address)                                  | VFS CANADA INC.<br>238 WELLINGTON ST. E. 3RD FLR.<br>AURORA, ON<br>Canada L4G 1J5  |
| General Collateral Description  | 2017 VOLVO VNL64T 670 S/N 4V4NC9EH1HN967493 C/W BFG BUMPER<br>// THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN,<br>TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. |
| Serial Numbered Goods<br>(serial number, category, year, description)           | 4V4NC9EH1HN967493<br>Motor Vehicle<br>2017<br>VOLVO VNL64T 670   |
| Change History  | Registration Number: 201814340118 (2018-08-10 9:52:36 AM)<br>Sections Changed: Business Debtors  |

|   |  |
|---|--|
| 4.12 KINGS CARGO GROUP LTD.: Registration 201811283504 (2018-06-26 12:22:01 PM) |  |
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2023-06-26   |
| Debtor Address  | 26 seva way<br>winnipeg, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                                  | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
|   | 4V4NC9EH9KN192996<br>Motor Vehicle   |

|  |                   |
|--|-------------------|
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 2019<br>VOLVO 760 |
|--|-------------------|

4.13 KINGS CARGO GROUP LTD.: Registration 201811283105 (2018-06-26 12:20:43 PM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2023-06-26   |
| Debtor Address   | 26 seva way<br>winnipeg, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH7KN192995<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

4.14 KINGS CARGO GROUP LTD.: Registration 201810865704 (2018-06-20 9:16:43 AM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2023-06-20   |
| Debtor Address   | 26 SEVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH4KN900927<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

4.15 KINGS CARGO GROUP LTD.: Registration 201810865500 (2018-06-20 9:14:18 AM)

|  |  |
|--|--|
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2023-06-20   |
| Debtor Address   | 26 SEVA WAY<br>WINNIPEG, MB<br>Canada R2P0G6   |
| Secured Parties<br>(party code, name, address)                           | TPINE LEASING CAPITAL CORPORATION<br>6050 Dixie Road<br>Mississauga, ON<br>Canada L5T1A6 |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EH5KN899433<br>Motor Vehicle<br>2019<br>VOLVO 760                                  |

4.16 KINGS CARGO GROUP LTD.: Registration 201810113206 (2018-06-08 10:43:01 AM)

|                          |  |
|--------------------------|--|
| Registered under         | The Personal Property Security Act                   |
| Expiry Date (YYYY-MM-DD) | 2022-06-05   |
| Special Notices          | Purchase Money Security Interest                     |
| Debtor Address           | 11 RAPHAEL ST<br>Winnipeg, Manitoba<br>Canada R3T2P6 |
|                          | Bank Of Montreal<br>5750 Explorer Drive              |

|   |   |
|---|---|
| Secured Parties<br>(party code, name, address)                        | Mississauga, ON<br>Canada L4W 0A9   |
| General Collateral Description  | The goods described herein, wherever situated, and all present and after-acquired intellectual property, intangibles, attachments, accessories and accessions thereto and spare parts, replacements, substitutions, exchanges and trade-ins therefor, and all rights, receivables and chattel paper derived from or evidencing the lease or rental thereof by the Debtor to third parties, and all proceeds relating thereto. Proceeds: all of the Debtor's present and after-acquired personal property which is derived directly or indirectly from any dealing with or disposition of the above-described collateral, including, without limiting the generality of the foregoing, all insurance and other payments payable as indemnity or compensation for loss or damage thereto and all chattel paper, documents of title, goods, instruments, intangibles, money and investment properties. |
| Serial Numbered Goods<br>(serial number, category, year, description) | 1XPWD49X0ED234109<br>Trailer<br>2014<br>388 Tractor Peterbilt<br>2LDPF3233EG057405<br>Trailer<br>2014<br>53' Flat Deck B Train Lead Lode King<br>2LDPF2824EG057406<br>Trailer<br>2014<br>53' Flat Deck B Train Pull Lode King   |
| Change History  | Registration Number: 201810179916 (2018-06-11 5:34:37 AM)<br>Sections Changed: Serial Numbered Goods  |

|  |  |
|--|--|
| 4.17 KINGS CARGO GROUP LTD.: Registration 201723466402 (2017-12-29 3:13:01 PM) |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2021-12-21   |
| Debtor Address   | 1870 KING EDWARD ST<br>WINNIPEG, MB<br>Canada R2R 0Z9  |
| Secured Parties<br>(party code, name, address)                                 | Nissan Canada Financial Services Inc.<br>5290 Orbitor Drive<br>Mississauga, ON<br>Canada L4W 4Z5 |
| Serial Numbered Goods<br>(serial number, category, year, description)          | JN8AZ2NE7E9063050<br>Motor Vehicle<br>2014<br>INFINITI QX80                                      |

|  |  |
|--|--|
| 4.18 KINGS CARGO GROUP LTD.: Registration 201708919409 (2017-05-23 11:41:34 AM)                                      |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2021-05-23   |
| Debtor Address   | 11 RAPHAEL ST<br>WINNIPEG, MB<br>Canada R3T2P6                                       |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT<br>SHARANJIT, SINGH   |
| This registration is jointly registered with these business debtors  | DTS TRUCKING, LTD.<br>KINGS CARGO EXPRESS LTD.                                       |
| Secured Parties<br>(party code, name, address)   | ECN FINANCIAL INC.<br>900-4 ROBERT SPECK PARKWAY<br>MISSISSAUGA, ON<br>Canada L4Z1S1 |
| General Collateral Description   |  |

|  |  |
|--|--|
|  | ONE (1) USED 2012 VOLVO VNL64T 670 T/A HIGHWAY TRACTOR WITH REPAIRS S/N 4V4NC9EJ3CN556589<br>TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE 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 COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 4V4NC9EJ3CN556589<br>Motor Vehicle<br>2012<br>VOLVO VNL64T 670   |
| Change History   | Registration Number: 201713009119 (2017-07-19 3:28:09 PM)<br>Sections Changed: Business Debtors  |
|  | Registration Number: 201708925611 (2017-05-23 12:07:01 PM)<br>Sections Changed: General Collateral Description   |

|  |   |
|--|---|
| 4.19 KINGS CARGO GROUP LTD.: Registration 201616900906 (2016-09-09 3:27:13 PM) |   |
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2022-09-09  |
| Special Notices  | Purchase Money Security Interest  |
| Debtor Address   | 11 RAPHAEL STREET<br>WINNIPEG, MB<br>Canada R3T 2P6   |
| This registration is jointly<br>registered with these<br>business debtors      | EASY FR8 LINES LTD.   |
| Secured Parties<br>(party code, name, address)                                 | VFS CANADA INC.<br>238 WELLINGTON ST. E. 3RD FLR.<br>AURORA, ON<br>Canada L4G 1J5   |
| General Collateral Description   | 2017 VOLVO VNL64T 670 S/N 4V4NC9EH8HN967491 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)       | 4V4NC9EH8HN967491<br>Motor Vehicle<br>2017<br>VOLVO VNL64T 670  |
| Change History   | Registration Number: 201813491511 (2018-07-27 10:42:58 AM)<br>Sections Changed: Business Debtors  |

|  |   |
|--|---|
| 4.20 KINGS CARGO GROUP LTD.: Registration 201616802904 (2016-09-08 2:49:18 PM) |   |
| Registered under   | The Personal Property Security Act                  |
| Expiry Date (YYYY-MM-DD)   | 2022-09-08  |
| Special Notices  | Purchase Money Security Interest                    |
| Debtor Address   | 11 RAPHAEL STREET<br>WINNIPEG, MB<br>Canada R3T 2P6 |
|  | EASY FR8 LINES LTD.                                 |

|   |  |
|---|--|
| This registration is jointly registered with these business debtors   |  |
| Secured Parties<br>(party code, name, address)                        | VFS CANADA INC.<br>238 WELLINGTON ST. E. 3RD FLR.<br>AURORA, ON<br>Canada L4G 1J5  |
| General Collateral Description  | 2017 VOLVO VNL64T 670 S/N 4V4NC9EH1HN967493 C/W BFG BUMPER<br>// THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN,<br>TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. |
| Serial Numbered Goods<br>(serial number, category, year, description) | 4V4NC9EH1HN967493<br>Motor Vehicle<br>2017<br>VOLVO VNL64T 670   |
| Change History  | Registration Number: 201813491317 (2018-07-27 10:41:10 AM)<br>Sections Changed: Business Debtors   |

|  |   |
|--|---|
| 4.21 KINGS CARGO GROUP LTD.: Registration 201606615502 (2016-04-12 2:47:05 PM)                                       |   |
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2021-04-12  |
| Debtor Address   | 1870 KING EDWARD STREET<br>WINNIPEG, MB<br>Canada R3R0Z9  |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT  |
| This registration is jointly registered with these business debtors  | KINGS CARGO EXPRESS LTD.  |
| Secured Parties<br>(party code, name, address)   | ARUNDEL CAPITAL CORPORATION<br>SUITE 420, 5119 ELBOW DRIVE SW<br>CALGARY, AB<br>Canada T2V1H2   |
| General Collateral Description   | ONE(1) USED 2014 VOLVO VNL64T670 HIGHWAY TRACTOR S/N 4V4NC9EH8EN163221 TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods<br>(serial number, category, year, description)  | 4V4NC9EH8EN163221<br>Motor Vehicle<br>2014<br>VOLVO VNL64T670 HWY   |

|  |   |
|--|---|
| 4.22 KINGS CARGO GROUP LTD.: Registration 201606615308 (2016-04-12 2:43:05 PM) |   |
| Registered under   | The Personal Property Security Act                        |
| Expiry Date (YYYY-MM-DD)   | 2022-04-12  |
| Debtor Address   | 1870 KING EDWARD STREET<br>WINNIPEG, MB<br>Canada R3R 0Z9 |

|  |  |
|--|--|
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT   |
| This registration is jointly registered with these business debtors  | KINGS CARGO EXPRESS LTD.   |
| Secured Parties (party code, name, address)  | ARUNDEL CAPITAL CORPORATION<br>SUITE 420, 5119 ELBOW DRIVE SW<br>CALGARY, AB<br>Canada T2V1H2  |
| General Collateral Description   | ONE(1) USED 2014 LODE KING 53FT FLAT DECK TRAILER S/N 2LDPF5337EL057313 TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods (serial number, category, year, description)   | 2LDPF5337EL057313<br>Trailer<br>2014<br>LODEKING 53FT FLAT DECK  |
| Change History   | Registration Number: 201606720810 (2016-04-13 5:05:44 PM)<br>Sections Changed: Business Debtors  |

|  |  |
|--|--|
| 4.23 KINGS CARGO GROUP LTD.: Registration 201502818703 (2015-02-20 8:53:08 AM) |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2021-02-20   |
| Special Notices  | Purchase Money Security Interest   |
| Debtor Address   | 11 RAPHAEL ST<br>WINNIPEG, MB<br>Canada R3T 2P6  |
| Secured Parties (party code, name, address)                                    | LBEL INC.<br>5035 SOUTH SERVICE ROAD<br>BURLINGTON, ON<br>Canada L7R 4C8   |
| General Collateral Description   | ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSIONS, EXCHANGES, REPLACEMENT PARTS, REPAIRS AND ADDITIONS.             |
| Serial Numbered Goods (serial number, category, year, description)             | 4V4NC9EH5FN920951<br>Motor Vehicle<br>2015<br>VOLVO VNL64T 670   |
| Change History   | Registration Number: 201710316410 (2017-06-09 1:22:10 PM)<br>Sections Changed: Secured Parties, Business Debtors |

5. Kings Cargo Group Ltd.

☐ Include in Printed Search Results

|   |  |
|---|--|
| 5.1 Kings Cargo Group Ltd.: Registration 201911614508 (2019-07-10 1:44:49 PM) |  |
| Registered under  | The Personal Property Security Act                     |
| Expiry Date (YYYY-MM-DD)  | 2025-07-10   |
| Debtor Address  | 1870 King Edward St.<br>Winnipeg, NU<br>Canada R2R 0Z9 |

|  |   |
|--|---|
| Secured Parties<br>(party code, name, address)   | HSBC BANK CANADA<br>70 YORK STREET 4TH FLOOR<br>Toronto, ON<br>Canada M5J 1S9   |
| General Collateral Description   | One (1) New 2019 Lode-King Combo Step Deck Trailer Four (4) New 2020 Lode-King Combo Step Deck Trailer  |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)   | 2LDSD5337KG066002<br>Trailer<br>2019<br>Lode-King SDG 533   |
|  | 2LDSD5333LG068296<br>Trailer<br>2020<br>Lode-King SDG 533   |
|  | 2LDSD5334LG068114<br>Trailer<br>2020<br>Lode-King SDG 533   |
|  | 2LDSD5336LG068115<br>Trailer<br>2020<br>Lode-King SDG 533   |
|  | 2LDSD5335LE068215<br>Trailer<br>2020<br>Lode-King SDG 533   |
|  | 4V4NC9EH1LN227130<br>Trailer<br>2020<br>Volvo WN  |
|  | 4V4NC9EH6LN227124<br>Trailer<br>2020<br>Volvo WN  |
|  | 4V4NC9EH5LN227132<br>Trailer<br>2020<br>Volvo WN  |
| 5.2 Kings Cargo Group Ltd.: Registration 201909371304 (2019-06-05 11:09:53 AM)   |   |
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2024-06-05  |
| Debtor Address   | 26 Sava Way<br>Winnipeg, MB<br>Canada R2P0G6  |
| This registration is jointly<br>registered with these<br>individual debtors (surname,<br>first given name, second<br>given name) | Rehal, Manjinder, Singh<br>Rehal, Manjinder   |
| This registration is jointly<br>registered with these<br>business debtors  | Kings Cargo Group Ltd.  |
| Secured Parties<br>(party code, name, address)   | Bodkin, a division of Bennington Financial Corp.<br>102-1465 North Service Rd E<br>Oakville, ON<br>Canada L6H1A7  |
| General Collateral Description   | PURSUANT TO LEASE AGREEMENT 10933870, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 10933870 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, |

|  |  |
|--|--|
|  | SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING: 2-2018 GREAT DANE 53'COMBO FLATBED TRAILERS |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 1GRDM0621JH127007<br>Trailer<br>2018<br>GREAT DANE FLATBED   |
|  | 1GRDM0623JH127008<br>Trailer<br>2018<br>GREAT DANE FLATBED   |

|  |  |
|--|--|
| 5.3 Kings Cargo Group Ltd.: Registration 201909371304 (2019-06-05 11:09:53 AM)   |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2024-06-05   |
| Debtor Address   | 1870 King Edward St<br>Winnipeg, MB<br>Canada R2R0Z9   |
| This registration is jointly<br>registered with these<br>individual debtors (surname,<br>first given name, second<br>given name) | Rehal, Manjinder, Singh  |
|  | Rehal, Manjinder   |
| This registration is jointly<br>registered with these<br>business debtors  | Kings Cargo Group Ltd.   |
| Secured Parties<br>(party code, name, address)   | Bodkin, a division of Bennington Financial Corp.<br>102-1465 North Service Rd E<br>Oakville, ON<br>Canada L6H1A7   |
| General Collateral Description   | PURSUANT TO LEASE AGREEMENT 10933870, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 10933870 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING: 2-2018 GREAT DANE 53'COMBO FLATBED TRAILERS |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)   | 1GRDM0621JH127007<br>Trailer<br>2018<br>GREAT DANE FLATBED   |
|  | 1GRDM0623JH127008<br>Trailer<br>2018<br>GREAT DANE FLATBED   |



THIS IS EXHIBIT "B"  
REFERRED TO IN THE AFFIDAVIT OF  
SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

## Business Debtor

### Search by Business Debtor

Date: 2020-09-28  
Time: 3:32:07 PM  
Transaction Number: 10256852452  
User ID:

Business Name: CANADA CARGO LINES LTD.

2 exact matches were found.

0 similar matches were found.

### EXACT MATCHES

| Business Debtor Name       | No. of Registrations |
|----------------------------|----------------------|
| 1. CANADA CARGO LINES LTD. | 2                    |
| 2. Canada Cargo Lines Ltd. | 2                    |

#### 1. CANADA CARGO LINES LTD.

|  |  |
|--|--|
| 1.1 CANADA CARGO LINES LTD.: Registration 201517051506 (2015-09-04 3:45:59 PM)                                       |  |
| Registered under   | The Personal Property Security Act   |
| Status   | Expired  |
| Expiry Date (YYYY-MM-DD)   | 2020-09-04   |
| Special Notices  | Purchase Money Security Interest   |
| Debtor Address   | 31 MOSSELLE PLACE PLACE<br>WINNIPEG, MANITOBA<br>Canada R2P 1N1  |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT   |
| This registration is jointly registered with these business debtors  | KINGS CARGO EXPRESS LTD.   |
|  | DTS TRUCKING, LTD.   |
|  | EASY FR8 LINES LTD.  |
| Secured Parties (party code, name, address)  | AD196<br>ESSEX LEASE FINANCIAL CORPORATION<br>770 10655 SOUTHPORT ROAD SW<br>CALGARY, ALBERTA<br>Canada T2W 4Y1  |
| General Collateral Description   | 2014 LODGE KING 53' TRIAXLE DROP DECK TRAILER S/N 2LDS5331EG057770,<br>2008 LODGE KING TAN DROP DECK TRAILER S/N 2LDS53288G047832,<br>2015 CARRIER X4 7300 REEFER UNIT (MODEL NLW136L0) S/N RAK91418863,<br>2008 UTILITY 53' REEFER TRAILER S/N 1UYVS25318U322912,<br>TOGETHER WITH ALL 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 AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL |
|  |  |

|  |  |
|--|--|
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 2LDSD5331EG057770<br>Trailer<br>2014<br>LODE KING 53' TRIAXLE DROP DECK                            |
|  | 2LDSD53288G047832<br>Trailer<br>2008<br>LODE KING TAN DROP DECK                                    |
|  | RAK91418863<br>Trailer<br>2015<br>CARRIER X4 7300 REEFER UNIT                                      |
|  | 1UYVS25318U322912<br>Trailer<br>2008<br>UTILITY 53' REEFER TRAILER                                 |
| Change History   | Registration Number: 201521475612 (2015-11-09 10:41:44 AM)<br>Sections Changed: Individual Debtors |

|  |   |
|--|---|
| 1.2 CANADA CARGO LINES LTD.: Registration 201515671604 (2015-08-18 4:01:51 PM)                                       |   |
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2021-08-18  |
| Special Notices  | Purchase Money Security Interest  |
| Debtor Address   | 31 MOSSELLE PLACE PLACE<br>WINNIPEG, MANITOBA<br>Canada R2P 1N1   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | SINGH, SHARANJIT  |
| This registration is jointly registered with these business debtors  | KINGS CARGO EXPRESS LTD.  |
|  | DTS TRUCKING, LTD.  |
|  | EASY FR8 LINES LTD.   |
| Secured Parties<br>(party code, name, address)   | AD188<br>ESSEX LEASE FINANCIAL CORPORATION<br>960 13401 108 AVENUE<br>SURREY, B.C.<br>Canada V3T 5T3  |
| General Collateral Description   | 2016 LODE KING LOW PRO COMBO STEP DECK TRAILER sERIAL # 2LDSD5339GG061147,<br>2016 LODE KING LOW PRO COMBO STEP DECK TRAILER SERIAL # 2LDSD5330GG061148,<br>TOGETHER WITH ALL 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 AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)   | 2LDSD5339GG061147<br>Trailer<br>2016<br>LODE KING LOW PRO COMBO STEP DECK   |
|  | 2LDSD5330GG061148<br>Trailer<br>2016<br>LODE KING LOW PRO COMBO STEP DECK   |

## 2. Canada Cargo Lines Ltd.

|   |
|---|
| 2.1 Canada Cargo Lines Ltd.: Registration 201804518407 (2018-03-19 11:13:38 AM) |
|---|

|  |   |
|--|---|
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2023-03-19  |
| Debtor Address   | Unit B-1870 King Edward Street<br>Winnipeg, Manitoba<br>Canada R2R 0Z9  |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | Singh, Sharanjit  |
| Secured Parties (party code, name, address)  | The Toronto-Dominion Bank<br>201 Portage Avenue, Concourse Level<br>Winnipeg, Manitoba<br>Canada R3B 3K6  |
| General Collateral Description   | All indebtedness both present and future of Canada Cargo Lines Ltd. to Sharanjit Singh pursuant to a Postponement and Assignment of Creditors Claim dated March 19, 2018 between the Secured Party, Sharanjit Singh and Canada Cargo Lines Ltd. |

|   |  |
|---|--|
| 2.2 Canada Cargo Lines Ltd.: Registration 201804517400 (2018-03-19 11:09:21 AM) |  |
| Registered under  | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)  | 2023-03-19   |
| Debtor Address  | Unit B-1870 King Edward Street<br>Winnipeg, Manitoba<br>Canada R2R 0Z9   |
| This registration is jointly registered with these business debtors             | Kings Cargo Express Ltd.   |
|   | Lavish Transport Ltd.  |
| Secured Parties (party code, name, address)                                     | The Toronto-Dominion Bank<br>201 Portage Avenue, Concourse Level<br>Winnipeg, Manitoba<br>Canada R3B 3K6   |
| General Collateral Description  | *The security interest is taken in all of the debtor's present and after-acquired personal property.<br><br>Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly from any dealings with the general collateral described above or proceeds therefrom. |
| Serial Numbered Goods (serial number, category, year, description)              | 2WKLDD2G01K969415<br>Motor Vehicle<br>2001<br>WESTERN STAR   |
|   | 1FUYSWDBXYHG70821<br>Motor Vehicle<br>2000<br>FREIGHTLINER   |
|   | 4V4MC9GG22N331821<br>Motor Vehicle<br>2002<br>VOLVO  |
|   | 4V4MC9GG12N331826<br>Motor Vehicle<br>2002<br>VOLVO  |
|   | 4V4NC96GH53N347316<br>Motor Vehicle<br>2003<br>VOLVO   |
|   | 4V4NC9GH35N393021<br>Motor Vehicle   |

|   |
|---|
| 2005<br>VOLVO-VNL64T670                                     |
| 1FUJA6CVX5LV13511<br>Motor Vehicle<br>2005<br>FREIGHTLINER  |
| 1UYVS25318U322912<br>Motor Vehicle<br>2008<br>UTILITY       |
| 1HSHXAXR04J016134<br>Motor Vehicle<br>2004<br>INTERNATIONAL |
| 4VG7DAGF2XN788979<br>Motor Vehicle<br>1999<br>VOLVO         |
| 2LDPF5337EL057313<br>Motor Vehicle<br>2014<br>LODE KING     |
| 4V4MC9GG22N331768<br>Motor Vehicle<br>2002<br>VOLVO         |
| 2LDSD4826DG055621<br>Motor Vehicle<br>2013<br>LODE KING     |
| 1XKTDU8X47J203279<br>Motor Vehicle<br>2007<br>KENWORTH      |
| 1HSHXAXR24J015454<br>Motor Vehicle<br>2004<br>INTERNATIONAL |
| 1FUJA6CG01LH58042<br>Motor Vehicle<br>2001<br>FREIGHTLINER  |
| 1FUYDXYB6TP718257<br>Motor Vehicle<br>1996<br>FREIGHTLINER  |
| 1FUYDEDB6XLB25170<br>Motor Vehicle<br>1999<br>FREIGHTLINER  |
| 2FUY3MDB0WA889501<br>Motor Vehicle<br>1998<br>FREIGHTLINER  |
| 1FUJA6CK75LV03511<br>Motor Vehicle<br>2005<br>FREIGHTLINER  |
| 1HSHXAGR94J093454<br>Motor Vehicle<br>2004<br>INTERNATIONAL |
| 2LDSD48289G049648<br>Motor Vehicle<br>2009<br>LODE KING     |

|   |
|---|
| 1XPHDP9X2CD147335<br>Motor Vehicle<br>2012<br>PETERBILT, 386                                |
| 2LDSD5339FGH060532<br>Trailer<br>2015<br>Lode King SDG53-3 Aluminum/Steel Triaxle Drop Deck |
| 2LDSD5330FGH060533<br>Trailer<br>2015<br>Lode King SDG53-3 Aluminum/Steel Triaxle Drop Deck |
| 2LDSD5330GG061148<br>Trailer<br>2016<br>Lode king Low Pro Combo Step Deck                   |
| 2LDSD5339GG061147<br>Trailer<br>2016<br>Lode king Low Pro Combo Step Deck                   |
| 4V4NC9EH8EN163221<br>Motor Vehicle<br>2014<br>Volvo VNL64T670 HWY                           |
| 4V4NC9EJ3CN556589<br>Motor Vehicle<br>2012<br>Volvo VNL670 Tractor                          |
| 1FTEW1E57JFC34780<br>Motor Vehicle<br>2013<br>Ford F150                                     |
| 4V4N9EJ3CN554589<br>Motor Vehicle<br>2012<br>Volvo VNL64T 670                               |
| 4V4NC9EG2CN548617<br>Motor Vehicle<br>2012<br>Volvo Day Cab Tractor                         |
| 4V4NC9EGXC548607<br>Motor Vehicle<br>2012<br>Volvo Day Cab Tractor                          |
| 2LDSD5331EH057770<br>Trailer<br>2014<br>Lode King 53ft Triaxle Drop Deck                    |
| 2LDSD53288G047832<br>Trailer<br>2008<br>Lode King Tan Drop Deck                             |
| RAK91418863<br>Trailer<br>2015<br>Carrier X4 7300 Reefer Unit                               |
| 2LDSD5339FG060532<br>Trailer<br>2015<br>Lode King SDG53-3 Drop Deck                         |
| 2LDSD5330FG060533<br>Trailer<br>2015<br>Lode King SG53-3 Drop Deck                          |
| 1D9BG533XF1609684<br>Motor Vehicle  |

|   |
|---|
| 2014<br>Doonan Drop Deck TRL  |
| 2LDSD5125EG057460<br>Trailer<br>2014<br>Lode King SDG51-2                   |
| 2LDSD5332FG060534<br>Trailer<br>2015<br>Lode King SDG53-3 Drop Deck Trailer |
| 13N648206E3560889<br>Trailer<br>2014<br>Fontaine Renegade LXT40             |
| 13NM0410SE35P0715<br>Trailer<br>2014<br>Fontaine Rear Dolly                 |
| 1XKADB8X47J093880<br>Motor Vehicle<br>2007<br>Kenworth T600 Hwy Trac        |
| 1XKADB8X67J093637<br>Motor Vehicle<br>2007<br>Kenworth T600 Hwy Trac        |
| 1D9BG5337G1608322<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5339G1608323<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5330G1609324<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5330G1609325<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5330G1609326<br>Trailer<br>2016<br>Doonan Tridem Drop Deck             |
| 1D9BG5331F1609685<br>Trailer<br>2015<br>Doonan Drop Deck                    |
| 1D9BG5331F1609686<br>Trailer<br>2015<br>Doonan Drop Deck                    |
| 1D9BG5331F1609687<br>Motor Vehicle<br>2015<br>Doonan Drop Deck              |
| 2LDSD5320DG055627<br>Trailer<br>2013<br>Lode King SDG53-2                   |
| 2LDPF533DL055001<br>Trailer<br>2013<br>Lode King PFL53-3                    |
|   |

|                |   |
|----------------|---|
|                | 2LDPF533DL055002<br>Trailer<br>2013<br>Lode King PFL53-3  |
|                | 2LDSD5129EG057462<br>Trailer<br>2014<br>Lode King SDG51-2   |
|                | 2LDSD5129EG057463<br>Trailer<br>2014<br>Lode King SDG51-2   |
|                | 2LDPF5331FL0606760<br>Trailer<br>2015<br>Lode King PFL53-3 Flatdeck Trailer   |
|                | 2LDPF5331FL0606761<br>Trailer<br>2015<br>Lode King PFL53-3 Flatdeck Trailer   |
|                | 1D9BG5334G1609228<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
|                | 1D9BG5334G1609229<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
|                | 1D9BG5334G1609230<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
|                | 1D9BG5334G1609231<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
|                | 1D9BG5334G1609232<br>Trailer<br>2016<br>Doonan Specialized Drop Deck  |
| Change History | Registration Number: 202015932319 (2020-09-28 1:46:43 PM)<br>Sections Changed: General Collateral Description, Business Debtors |
|                | Registration Number: 202015776813 (2020-09-24 5:33:08 PM)<br>Sections Changed: Serial Numbered Goods                            |
|                | Registration Number: 202004734914 (2020-03-24 3:59:40 PM)<br>Sections Changed: Serial Numbered Goods                            |
|                | Registration Number: 201821418416 (2018-11-28 1:45:54 PM)<br>Sections Changed: Serial Numbered Goods                            |

END OF EXACT MATCHES




THIS IS EXHIBIT "10"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

## Personal Property Registry

## Selection List

For: [ PM96238 ] [ ELDOR-WAL REGISTRATIONS (1987) LT ]

Sep 28, 2020

01:32:44 PM

|        |  |  |  |  |  |
|--------|--|--|--|--|--|
|        |  |  |  |  |  |
| Folio: |  |  |  |  |  |

Business Name: KINGS  
CARGO EXPRESS LTD.

■ Exact Matches: 1

Local Print Limit:

BSR101 - NO MORE INFORMATION TO DISPLAY

Debtor Name

■ KINGS CARGO EXPRESS LTD.

BC OnLine: PPRS SEARCH RESULT 2020/09/28  
 Lterm: XPSP0050 For: PM96238 ELDOR-WAL REGISTRATIONS (1987) LT 13:32:44

Index: BUSINESS DEBTOR

Search Criteria: KINGS CARGO EXPRESS LTD.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: SEP 25, 2020 Reg. Length: 5 YEARS  
 Reg. Time: 13:06:50 Expiry Date: SEP 25, 2025  
 Base Reg. #: 490237M Control #: D7043078

Block#

S0001 Secured Party: THE TORONTO DOMINION BANK  
 201 PORTAGE AVE CONCOURSE LEVE  
 WINNIPEG MB R3B 3K6

=D0001 Base Debtor: KINGS CARGO EXPRESS LTD.  
 (Business) UNIT A-1870 KING EDWARD STREET  
 WINNIPEG MB R2R 0Z9

D0002 Bus. Debtor: CANADA CARGO LINES LTD.  
 UNIT B-1870 KING EDWARD STREET  
 WINNIPEG MB R2R 0Z9

## Vehicle Collateral:

| Type  | Serial # | Year               | Make/Model | MH Reg.#                  |
|-------|----------|--------------------|------------|---------------------------|
| V0001 | TR       | 2LDS5339FGH060532  | 2015       | LODE KING SDG53-3 ALUMINU |
| V0002 | TR       | 2LDS5330FGH060533  | 2015       | LODE KING SDG53-3 ALUMINU |
| V0003 | TR       | 2LDS5330GG061148   | 2016       | LODE KING LOW PRO COMBO S |
| V0004 | TR       | 2LDS5339GG061147   | 2016       | LODE KING LOW PRO COMBO S |
| V0005 | MV       | 4V4NC9EH8EN163221  | 2014       | VOLVO VNL64T670 HWY       |
| V0006 | MV       | 4V4NC9EJ3CN556589  | 2012       | VOLVO VNL670 TRACTOR      |
| V0007 | MV       | 1FTEW1E57JFC34780  | 2013       | FORD F150                 |
| V0008 | MV       | 4V4N9EJ3CN554589   | 2012       | VOLVO VNL64T 670          |
| V0009 | MV       | 1FTEW1E57JFC34780  | 2013       | FORD F150                 |
| V0010 | MV       | 4V4N9EJ3CN554589   | 2012       | VOLVO VNL64T 670          |
| V0011 | MV       | 4V4NC9EG2CN548617  | 2012       | VOLVO DAY CAB TRACTOR     |
| V0012 | MV       | 4V4NC9EGXC548607   | 2012       | VOLVO DAY CAB TRACTOR     |
| V0013 | TR       | 2LDS5331EH057770   | 2012       | LODE KING 53FT TRIAXLE DR |
| V0014 | TR       | 2LDS53288G047832   | 2014       | LODE KING TAN DROP DECK   |
| V0015 | TR       | RAK91418863        | 2008       | CARRIER X4 7300 REEFER UN |
| V0016 | TR       | 2LDS5339FG060532   | 2005       | LODE KING SDG53-3 DROP DE |
| V0017 | TR       | 2LDS5330FG060533   | 2015       | LODE KING SG53-3 DROP DEC |
| V0018 | MV       | 1D9BG533XF1609684  | 2015       | DOONAN DROP DECK TRL      |
| V0019 | TR       | 2LDS5125EG057460   | 2014       | LODE KING SDG51-2         |
| V0020 | MV       | 2WKLDD2G01K969415  | 2011       | WESTERN STAR              |
| V0021 | MV       | 1FUJTWDBXYGH70821  | 2000       | FREIGHTLINER              |
| V0022 | MV       | 4V4MC9GG22N331821  | 2002       | VOLVO                     |
| V0023 | MV       | 4V4MC9GG12N331826  | 2002       | VOLVO                     |
| V0024 | MV       | 4V4NC96GH53N347316 | 2003       | VOLVO                     |
| V0025 | MV       | 4V4NC9GH35N393021  | 2005       | VOLVO VNL64T670           |
| V0026 | MV       | 1FUJA6CVX5LV13511  | 2005       | FREIGHTLINER              |
| V0027 | MV       | 1UYVS25318U322912  | 2008       | UTILITY                   |
| V0028 | MV       | 1HSHXAXR04J016134  | 2004       | INTERNATIONAL             |
| V0029 | MV       | 4VG7DAGF2XN788979  | 1999       | VOLVO                     |

|       |    |                   |      |           |
|-------|----|-------------------|------|-----------|
| V0030 | MV | 2LDPF5337EL057313 | 2014 | LODE KING |
| V0031 | MV | 4V4MC9GG22N331768 | 2002 | VOLVO     |

Continued on Page 2

Search Criteria: KINGS CARGO EXPRESS LTD.

Page: 2

| Vehicle Collateral: |      |                    |      |                           |          |
|---------------------|------|--------------------|------|---------------------------|----------|
|                     | Type | Serial #           | Year | Make/Model                | MH Reg.# |
| V0032               | MV   | 2LDSD4826DG055621  | 2013 | LODE KING                 |          |
| V0033               | MV   | 1XKTDU8X47J203279  | 2007 | KENWORTH                  |          |
| V0034               | MV   | 1HSHXAXR24J015454  | 2004 | INTERNATIONAL             |          |
| V0035               | MV   | 1FUJA6CG01LH58042  | 2001 | FREIGHTLINER              |          |
| V0036               | MV   | 1FUYDXYB6TP718257  | 1996 | FREIGHTLINER              |          |
| V0037               | MV   | 1FUYDEDB6XLB25170  | 1999 | FREIGHTLINER              |          |
| V0038               | MV   | 2FUY3MDB0WA889501  | 1998 | FREIGHTLINER              |          |
| V0039               | MV   | 1FUJA6CK75LV03511  | 2005 | FREIGHTLINER              |          |
| V0040               | MV   | 1HSHXAXR94J093454  | 2004 | FREIGHTLINER              |          |
| V0041               | MV   | 2LDSD48289G049648  | 2009 | LODE KING                 |          |
| V0042               | MV   | 1XPHDP9X2C147335   | 2012 | PETERBILT, 386            |          |
| V0043               | TR   | 2LDSD5332FG060534  | 2015 | LODE KING SDG53-3 DROP DE |          |
| V0044               | TR   | 13N648206E3560889  | 2014 | FONTAINE RENEGADE LXT40   |          |
| V0045               | TR   | 13NM0410SE35P0715  | 2014 | FONTAINE REAR DOLLY       |          |
| V0046               | MV   | 1XKADB8X47J093880  | 2007 | KENWORTH T600 HWY TRAC    |          |
| V0047               | MV   | 1XKADB8X67J093637  | 2007 | KENWORTH T600 HWY TRAC    |          |
| V0048               | TR   | 1D9BG5337G1608322  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0049               | TR   | 1D9BG5339G1608323  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0050               | TR   | 1D9BG5330G1609324  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0051               | TR   | 1D9BG5330G1609325  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0052               | TR   | 1D9BG5330G1609326  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0053               | TR   | 1D9BG5331F1609685  | 2016 | DOONAN DROP DECK          |          |
| V0054               | TR   | 1D9BG5331F1609686  | 2016 | DOONAN DROP DECK          |          |
| V0055               | TR   | 1D9BG5331F1609687  | 2016 | DOONAN DROP DECK          |          |
| V0056               | TR   | 2LDSD5320DG055627  | 2016 | LODE KING SDG53-2         |          |
| V0057               | TR   | 2LDPF533DL055001   | 2013 | LODE KING PFL53-3         |          |
| V0058               | TR   | 2LDPF533DL055002   | 2013 | LODE KING PFL53-3         |          |
| V0059               | TR   | 2LDSD5129EG057462  | 2014 | LODE KING SDG51-2         |          |
| V0060               | TR   | 2LDSD5129EG057463  | 2014 | LODE KING SDG51-2         |          |
| V0061               | TR   | 2LDPF5331FL0606760 | 2015 | LODE KING PFL53-3 FLATDEC |          |
| V0062               | TR   | 2LDPF5331FL0606761 | 2015 | LODE KING PFL53-3 FLATDEC |          |
| V0063               | TR   | 1D9BG5334G1609228  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0064               | TR   | 1D9BG5334G1609229  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0065               | TR   | 1D9BG5334G1609230  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0066               | TR   | 1D9BG5334G1609231  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0067               | TR   | 1D9BG5334G1609232  | 2016 | DOONAN SPECIALIZED DROP D |          |

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Registering

Party: ELDOR-WAL REGISTRATIONS (1987) LTD.  
1200, 10123 99ST NW  
EDMONTON AB T5J 3H1

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. Date: SEP 28, 2020

Reg. Time: 11:12:53

Control #: D7048007

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 490237M

Base Reg. Date: SEP 25, 2020

### Details Description:

ADD DEBTOR AND ADD GENERAL COLLATERAL

Continued on Page 3

Search Criteria: KINGS CARGO EXPRESS LTD.

Page: 3

Block#

\* \* \* ADDED \* \* \*

D0003      Bus. Debtor: LAVISH TRANSPORT LTD.  
                                26 SAVA WAY  
                                WINNIPEG MB   R2P 0G6

General Collateral:

\*\*\* ADDED \*\*\*

PROCEEDS: ALL THE OF DEBTORS PRESENT AND AFTER ACQUIRED PERSONAL  
PROPERTY INCLUDING: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES,  
GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS,  
PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, TRADE-INS,  
RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER  
DERIVED DIRECTLY OR INDIRECTLY FORM ANY DEALINGS WITH THE GENERAL  
COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM.

## Registering

Party: ELDOR-WAL REGISTRATIONS (1987) LTD.  
1200 10123 99 STREET  
EDMONTON AB T5J 3H1

\*\*\*\*\*

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

[illegible]

## Personal Property Registry

## Selection List

For: [ PM96238 ] [ ELDOR-WAL REGISTRATIONS (1987) LT ]

Sep 28, 2020

01:34:12 PM

|        |  |  |  |  |  |
|--------|--|--|--|--|--|
|        |  |  |  |  |  |
| Folio: |  |  |  |  |  |

Business Name: CANADA  
CARGO LINES LTD.

☒ Exact Matches: 1

Local Print Limit:

BSR101 - NO MORE INFORMATION TO DISPLAY

Debtor Name

- ☒ CANADA CARGO LINES LTD.
- ☐ CANADA COACH LINES INC.

BC OnLine: PPRS SEARCH RESULT 2020/09/28  
 Lterm: XPSP0050 For: PM96238 ELDOR-WAL REGISTRATIONS (1987) LT 13:34:12

Index: BUSINESS DEBTOR

Search Criteria: CANADA CARGO LINES LTD.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: SEP 25, 2020 Reg. Length: 5 YEARS  
 Reg. Time: 13:06:50 Expiry Date: SEP 25, 2025  
 Base Reg. #: 490237M Control #: D7043078

Block#

S0001 Secured Party: THE TORONTO DOMINION BANK  
 201 PORTAGE AVE CONCOURSE LEVE  
 WINNIPEG MB R3B 3K6

D0001 Base Debtor: KINGS CARGO EXPRESS LTD.  
 (Business) UNIT A-1870 KING EDWARD STREET  
 WINNIPEG MB R2R 0Z9

=D0002 Bus. Debtor: CANADA CARGO LINES LTD.  
 UNIT B-1870 KING EDWARD STREET  
 WINNIPEG MB R2R 0Z9

## Vehicle Collateral:

| Type  | Serial # | Year               | Make/Model | MH Reg.#                  |
|-------|----------|--------------------|------------|---------------------------|
| V0001 | TR       | 2LDS5339FGH060532  | 2015       | LODE KING SDG53-3 ALUMINU |
| V0002 | TR       | 2LDS5330FGH060533  | 2015       | LODE KING SDG53-3 ALUMINU |
| V0003 | TR       | 2LDS5330GG061148   | 2016       | LODE KING LOW PRO COMBO S |
| V0004 | TR       | 2LDS5339GG061147   | 2016       | LODE KING LOW PRO COMBO S |
| V0005 | MV       | 4V4NC9EH8EN163221  | 2014       | VOLVO VNL64T670 HWY       |
| V0006 | MV       | 4V4NC9EJ3CN556589  | 2012       | VOLVO VNL670 TRACTOR      |
| V0007 | MV       | 1FTEW1E57JFC34780  | 2013       | FORD F150                 |
| V0008 | MV       | 4V4N9EJ3CN554589   | 2012       | VOLVO VNL64T 670          |
| V0009 | MV       | 1FTEW1E57JFC34780  | 2013       | FORD F150                 |
| V0010 | MV       | 4V4N9EJ3CN554589   | 2012       | VOLVO VNL64T 670          |
| V0011 | MV       | 4V4NC9EG2CN548617  | 2012       | VOLVO DAY CAB TRACTOR     |
| V0012 | MV       | 4V4NC9EGXCN548607  | 2012       | VOLVO DAY CAB TRACTOR     |
| V0013 | TR       | 2LDS5331EH057770   | 2012       | LODE KING 53FT TRIAXLE DR |
| V0014 | TR       | 2LDS53288G047832   | 2014       | LODE KING TAN DROP DECK   |
| V0015 | TR       | RAK91418863        | 2008       | CARRIER X4 7300 REEFER UN |
| V0016 | TR       | 2LDS5339FG060532   | 2005       | LODE KING SDG53-3 DROP DE |
| V0017 | TR       | 2LDS5330FG060533   | 2015       | LODE KING SG53-3 DROP DEC |
| V0018 | MV       | 1D9BG533XF1609684  | 2015       | DOONAN DROP DECK TRL      |
| V0019 | TR       | 2LDS5125EG057460   | 2014       | LODE KING SDG51-2         |
| V0020 | MV       | 2WKLDD2G01K969415  | 2011       | WESTERN STAR              |
| V0021 | MV       | 1FUYTWD8XYGH70821  | 2000       | FREIGHTLINER              |
| V0022 | MV       | 4V4MC9GG22N331821  | 2002       | VOLVO                     |
| V0023 | MV       | 4V4MC9GG12N331826  | 2002       | VOLVO                     |
| V0024 | MV       | 4V4NC96GH53N347316 | 2003       | VOLVO                     |
| V0025 | MV       | 4V4NC9GH35N393021  | 2005       | VOLVO VNL64T670           |
| V0026 | MV       | 1FUJA6CVX5LV13511  | 2005       | FREIGHTLINER              |
| V0027 | MV       | 1UYVS25318U322912  | 2008       | UTILITY                   |
| V0028 | MV       | 1HSHXAXR04J016134  | 2004       | INTERNATIONAL             |
| V0029 | MV       | 4VG7DAGF2XN788979  | 1999       | VOLVO                     |

|       |    |                   |      |           |
|-------|----|-------------------|------|-----------|
| V0030 | MV | 2LDPF5337EL057313 | 2014 | LODE KING |
| V0031 | MV | 4V4MC9GG22N331768 | 2002 | VOLVO     |

Continued on Page 2

Search Criteria: CANADA CARGO LINES LTD.

Page: 2

| Vehicle Collateral: |      |                    |      |                           |          |
|---------------------|------|--------------------|------|---------------------------|----------|
|                     | Type | Serial #           | Year | Make/Model                | MH Reg.# |
| V0032               | MV   | 2LDSD4826DG055621  | 2013 | LODE KING                 |          |
| V0033               | MV   | 1XKTDU8X47J203279  | 2007 | KENWORTH                  |          |
| V0034               | MV   | 1HSHXAXR24J015454  | 2004 | INTERNATIONAL             |          |
| V0035               | MV   | 1FUJA6CG01LH58042  | 2001 | FREIGHTLINER              |          |
| V0036               | MV   | 1FUYDXYB6TP718257  | 1996 | FREIGHTLINER              |          |
| V0037               | MV   | 1FUYDEDB6XLB25170  | 1999 | FREIGHTLINER              |          |
| V0038               | MV   | 2FUY3MDB0WA889501  | 1998 | FREIGHTLINER              |          |
| V0039               | MV   | 1FUJA6CK75LV03511  | 2005 | FREIGHTLINER              |          |
| V0040               | MV   | 1HSHXAXR94J093454  | 2004 | FREIGHTLINER              |          |
| V0041               | MV   | 2LDSD48289G049648  | 2009 | LODE KING                 |          |
| V0042               | MV   | 1XPHDP9X2C147335   | 2012 | PETERBILT, 386            |          |
| V0043               | TR   | 2LDSD5332FG060534  | 2015 | LODE KING SDG53-3 DROP DE |          |
| V0044               | TR   | 13N648206E3560889  | 2014 | FONTAINE RENEGADE LXT40   |          |
| V0045               | TR   | 13NM0410SE35P0715  | 2014 | FONTAINE REAR DOLLY       |          |
| V0046               | MV   | 1XKADB8X47J093880  | 2007 | KENWORTH T600 HWY TRAC    |          |
| V0047               | MV   | 1XKADB8X67J093637  | 2007 | KENWORTH T600 HWY TRAC    |          |
| V0048               | TR   | 1D9BG5337G1608322  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0049               | TR   | 1D9BG5339G1608323  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0050               | TR   | 1D9BG5330G1609324  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0051               | TR   | 1D9BG5330G1609325  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0052               | TR   | 1D9BG5330G1609326  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0053               | TR   | 1D9BG5331F1609685  | 2016 | DOONAN DROP DECK          |          |
| V0054               | TR   | 1D9BG5331F1609686  | 2016 | DOONAN DROP DECK          |          |
| V0055               | TR   | 1D9BG5331F1609687  | 2016 | DOONAN DROP DECK          |          |
| V0056               | TR   | 2LDSD5320DG055627  | 2016 | LODE KING SDG53-2         |          |
| V0057               | TR   | 2LDPF533DL055001   | 2013 | LODE KING PFL53-3         |          |
| V0058               | TR   | 2LDPF533DL055002   | 2013 | LODE KING PFL53-3         |          |
| V0059               | TR   | 2LDSD5129EG057462  | 2014 | LODE KING SDG51-2         |          |
| V0060               | TR   | 2LDSD5129EG057463  | 2014 | LODE KING SDG51-2         |          |
| V0061               | TR   | 2LDPF5331FL0606760 | 2015 | LODE KING PFL53-3 FLATDEC |          |
| V0062               | TR   | 2LDPF5331FL0606761 | 2015 | LODE KING PFL53-3 FLATDEC |          |
| V0063               | TR   | 1D9BG5334G1609228  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0064               | TR   | 1D9BG5334G1609229  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0065               | TR   | 1D9BG5334G1609230  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0066               | TR   | 1D9BG5334G1609231  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0067               | TR   | 1D9BG5334G1609232  | 2016 | DOONAN SPECIALIZED DROP D |          |

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Registering

Party: ELDOR-WAL REGISTRATIONS (1987) LTD.  
1200, 10123 99ST NW  
EDMONTON AB T5J 3H1

----- A M E N D M E N T / O T H E R C H A N G E -----



Reg. Date: SEP 28, 2020

Reg. Time: 11:12:53

Control #: D7048007

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 490237M

Base Reg. Date: SEP 25, 2020

### Details Description:

ADD DEBTOR AND ADD GENERAL COLLATERAL

Continued on Page 3

Search Criteria: CANADA CARGO LINES LTD.

Page: 3

Block#

\* \* \* ADDED \* \* \*

D0003      Bus. Debtor: LAVISH TRANSPORT LTD.  
                                 26 SAVA WAY  
                                 WINNIPEG MB   R2P 0G6

General Collateral:

\*\*\* ADDED \*\*\*

PROCEEDS: ALL THE OF DEBTORS PRESENT AND AFTER ACQUIRED PERSONAL  
PROPERTY INCLUDING: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES,  
GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS,  
PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, TRADE-INS,  
RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER  
DERIVED DIRECTLY OR INDIRECTLY FORM ANY DEALINGS WITH THE GENERAL  
COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM.

## Registering

Party: ELDOR-WAL REGISTRATIONS (1987) LTD.  
1200 10123 99 STREET  
EDMONTON AB T5J 3H1

\*\*\*\*\*

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

[illegible]

## Personal Property Registry

## Selection List

For: [ PM96238 ] [ ELDOR-WAL REGISTRATIONS (1987) LT ]

Sep 28, 2020

01:33:33 PM

|        |  |  |  |  |  |
|--------|--|--|--|--|--|
|        |  |  |  |  |  |
| Folio: |  |  |  |  |  |

Business Name: LAVISH  
TRANSPORT LTD.

■ Exact Matches: 1

Local Print Limit:

BSR101 - NO MORE INFORMATION TO DISPLAY

Debtor Name

■ LAVISH TRANSPORT LTD.

## Personal Property Registry

## Selection List

For: [ PM96238 ] [ ELDOR-WAL REGISTRATIONS (1987) LT ]

Sep 28, 2020

01:33:33 PM

|        |  |  |  |  |  |
|--------|--|--|--|--|--|
|        |  |  |  |  |  |
| Folio: |  |  |  |  |  |

Business Name: LAVISH  
TRANSPORT LTD.

■ Exact Matches: 1

Local Print Limit:

BSR101 - NO MORE INFORMATION TO DISPLAY

Debtor Name

■ LAVISH TRANSPORT LTD.

BC OnLine: PPRS SEARCH RESULT 2020/09/28  
 Lterm: XPSP0050 For: PM96238 ELDOR-WAL REGISTRATIONS (1987) LT 13:33:33

Index: BUSINESS DEBTOR

Search Criteria: LAVISH TRANSPORT LTD.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: SEP 25, 2020 Reg. Length: 5 YEARS  
 Reg. Time: 13:06:50 Expiry Date: SEP 25, 2025  
 Base Reg. #: 490237M Control #: D7043078

Block#

S0001 Secured Party: THE TORONTO DOMINION BANK  
 201 PORTAGE AVE CONCOURSE LEVE  
 WINNIPEG MB R3B 3K6

D0001 Base Debtor: KINGS CARGO EXPRESS LTD.  
 (Business) UNIT A-1870 KING EDWARD STREET  
 WINNIPEG MB R2R 0Z9

D0002 Bus. Debtor: CANADA CARGO LINES LTD.  
 UNIT B-1870 KING EDWARD STREET  
 WINNIPEG MB R2R 0Z9

## Vehicle Collateral:

| Type  | Serial # | Year               | Make/Model | MH Reg.#                  |
|-------|----------|--------------------|------------|---------------------------|
| V0001 | TR       | 2LDS5339FGH060532  | 2015       | LODE KING SDG53-3 ALUMINU |
| V0002 | TR       | 2LDS5330FGH060533  | 2015       | LODE KING SDG53-3 ALUMINU |
| V0003 | TR       | 2LDS5330GG061148   | 2016       | LODE KING LOW PRO COMBO S |
| V0004 | TR       | 2LDS5339GG061147   | 2016       | LODE KING LOW PRO COMBO S |
| V0005 | MV       | 4V4NC9EH8EN163221  | 2014       | VOLVO VNL64T670 HWY       |
| V0006 | MV       | 4V4NC9EJ3CN556589  | 2012       | VOLVO VNL670 TRACTOR      |
| V0007 | MV       | 1FTEW1E57JFC34780  | 2013       | FORD F150                 |
| V0008 | MV       | 4V4N9EJ3CN554589   | 2012       | VOLVO VNL64T 670          |
| V0009 | MV       | 1FTEW1E57JFC34780  | 2013       | FORD F150                 |
| V0010 | MV       | 4V4N9EJ3CN554589   | 2012       | VOLVO VNL64T 670          |
| V0011 | MV       | 4V4NC9EG2CN548617  | 2012       | VOLVO DAY CAB TRACTOR     |
| V0012 | MV       | 4V4NC9EGXC548607   | 2012       | VOLVO DAY CAB TRACTOR     |
| V0013 | TR       | 2LDS5331EH057770   | 2012       | LODE KING 53FT TRIAXLE DR |
| V0014 | TR       | 2LDS53288G047832   | 2014       | LODE KING TAN DROP DECK   |
| V0015 | TR       | RAK91418863        | 2008       | CARRIER X4 7300 REEFER UN |
| V0016 | TR       | 2LDS5339FG060532   | 2005       | LODE KING SDG53-3 DROP DE |
| V0017 | TR       | 2LDS5330FG060533   | 2015       | LODE KING SG53-3 DROP DEC |
| V0018 | MV       | 1D9BG533XF1609684  | 2015       | DOONAN DROP DECK TRL      |
| V0019 | TR       | 2LDS5125EG057460   | 2014       | LODE KING SDG51-2         |
| V0020 | MV       | 2WKLDD2G01K969415  | 2011       | WESTERN STAR              |
| V0021 | MV       | 1FUJTWDBXYGH70821  | 2000       | FREIGHTLINER              |
| V0022 | MV       | 4V4MC9GG22N331821  | 2002       | VOLVO                     |
| V0023 | MV       | 4V4MC9GG12N331826  | 2002       | VOLVO                     |
| V0024 | MV       | 4V4NC96GH53N347316 | 2003       | VOLVO                     |
| V0025 | MV       | 4V4NC9GH35N393021  | 2005       | VOLVO VNL64T670           |
| V0026 | MV       | 1FUJA6CVX5LV13511  | 2005       | FREIGHTLINER              |
| V0027 | MV       | 1UYVS25318U322912  | 2008       | UTILITY                   |
| V0028 | MV       | 1HSHXAXR04J016134  | 2004       | INTERNATIONAL             |
| V0029 | MV       | 4VG7DAGF2XN788979  | 1999       | VOLVO                     |

|       |    |                   |      |           |
|-------|----|-------------------|------|-----------|
| V0030 | MV | 2LDPF5337EL057313 | 2014 | LODE KING |
| V0031 | MV | 4V4MC9GG22N331768 | 2002 | VOLVO     |

Continued on Page 2

Search Criteria: LAVISH TRANSPORT LTD.

Page: 2

| Vehicle Collateral: |      |                    |      |                           |          |
|---------------------|------|--------------------|------|---------------------------|----------|
|                     | Type | Serial #           | Year | Make/Model                | MH Reg.# |
| V0032               | MV   | 2LDSD4826DG055621  | 2013 | LODE KING                 |          |
| V0033               | MV   | 1XKTDU8X47J203279  | 2007 | KENWORTH                  |          |
| V0034               | MV   | 1HSHXAXR24J015454  | 2004 | INTERNATIONAL             |          |
| V0035               | MV   | 1FUJA6CG01LH58042  | 2001 | FREIGHTLINER              |          |
| V0036               | MV   | 1FUYDXYB6TP718257  | 1996 | FREIGHTLINER              |          |
| V0037               | MV   | 1FUYDEDB6XLB25170  | 1999 | FREIGHTLINER              |          |
| V0038               | MV   | 2FUY3MDB0WA889501  | 1998 | FREIGHTLINER              |          |
| V0039               | MV   | 1FUJA6CK75LV03511  | 2005 | FREIGHTLINER              |          |
| V0040               | MV   | 1HSHXAXR94J093454  | 2004 | FREIGHTLINER              |          |
| V0041               | MV   | 2LDSD48289G049648  | 2009 | LODE KING                 |          |
| V0042               | MV   | 1XPHDP9X2C147335   | 2012 | PETERBILT, 386            |          |
| V0043               | TR   | 2LDSD5332FG060534  | 2015 | LODE KING SDG53-3 DROP DE |          |
| V0044               | TR   | 13N648206E3560889  | 2014 | FONTAINE RENEGADE LXT40   |          |
| V0045               | TR   | 13NM0410SE35P0715  | 2014 | FONTAINE REAR DOLLY       |          |
| V0046               | MV   | 1XKADB8X47J093880  | 2007 | KENWORTH T600 HWY TRAC    |          |
| V0047               | MV   | 1XKADB8X67J093637  | 2007 | KENWORTH T600 HWY TRAC    |          |
| V0048               | TR   | 1D9BG5337G1608322  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0049               | TR   | 1D9BG5339G1608323  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0050               | TR   | 1D9BG5330G1609324  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0051               | TR   | 1D9BG5330G1609325  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0052               | TR   | 1D9BG5330G1609326  | 2016 | DOONAN TRIDEM DROP DECK   |          |
| V0053               | TR   | 1D9BG5331F1609685  | 2016 | DOONAN DROP DECK          |          |
| V0054               | TR   | 1D9BG5331F1609686  | 2016 | DOONAN DROP DECK          |          |
| V0055               | TR   | 1D9BG5331F1609687  | 2016 | DOONAN DROP DECK          |          |
| V0056               | TR   | 2LDSD5320DG055627  | 2016 | LODE KING SDG53-2         |          |
| V0057               | TR   | 2LDPF533DL055001   | 2013 | LODE KING PFL53-3         |          |
| V0058               | TR   | 2LDPF533DL055002   | 2013 | LODE KING PFL53-3         |          |
| V0059               | TR   | 2LDSD5129EG057462  | 2014 | LODE KING SDG51-2         |          |
| V0060               | TR   | 2LDSD5129EG057463  | 2014 | LODE KING SDG51-2         |          |
| V0061               | TR   | 2LDPF5331FL0606760 | 2015 | LODE KING PFL53-3 FLATDEC |          |
| V0062               | TR   | 2LDPF5331FL0606761 | 2015 | LODE KING PFL53-3 FLATDEC |          |
| V0063               | TR   | 1D9BG5334G1609228  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0064               | TR   | 1D9BG5334G1609229  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0065               | TR   | 1D9BG5334G1609230  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0066               | TR   | 1D9BG5334G1609231  | 2016 | DOONAN SPECIALIZED DROP D |          |
| V0067               | TR   | 1D9BG5334G1609232  | 2016 | DOONAN SPECIALIZED DROP D |          |

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Registering

Party: ELDOR-WAL REGISTRATIONS (1987) LTD.  
1200, 10123 99ST NW  
EDMONTON AB T5J 3H1

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. Date: SEP 28, 2020

Reg. Time: 11:12:53

Control #: D7048007

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 490237M

Base Reg. Date: SEP 25, 2020

### Details Description:

ADD DEBTOR AND ADD GENERAL COLLATERAL

Continued on Page 3

Search Criteria: LAVISH TRANSPORT LTD.

Page: 3

Block#

\* \* \* ADDED \* \* \*

=D0003      Bus. Debtor: LAVISH TRANSPORT LTD.  
26 SAVA WAY  
WINNIPEG MB   R2P 0G6

General Collateral:

\*\*\* ADDED \*\*\*

PROCEEDS: ALL THE OF DEBTORS PRESENT AND AFTER ACQUIRED PERSONAL  
PROPERTY INCLUDING: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES,  
GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS,  
PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, TRADE-INS,  
RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER  
DERIVED DIRECTLY OR INDIRECTLY FORM ANY DEALINGS WITH THE GENERAL  
COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM.

## Registering

Party: ELDOR-WAL REGISTRATIONS (1987) LTD.  
1200 10123 99 STREET  
EDMONTON AB T5J 3H1

\*\*\*\*\*

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

[illegible]

THIS IS EXHIBIT "11"  
REFERRED TO IN THE AFFIDAVIT OF  
SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



# Personal Property Registry

## Search Results Report

Page 1 of 15

Search ID #: Z13109547

### Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881  
Phone #: 780 429 5969  
Reference #:

Search ID #: Z13109547

Date of Search: 2020-Sep-28

Time of Search: 14:20:14

### Business Debtor Search For:

KINGS CARGO EXPRESS LTD.

Both Exact and Inexact Result(s) Found

### NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.







# Personal Property Registry

## Search Results Report

Page 2 of 15

Search ID #: Z13109547

**Business Debtor Search For:**

KINGS CARGO EXPRESS LTD.

Search ID #: Z13109547

Date of Search: 2020-Sep-28

Time of Search: 14:20:14

Registration Number: 15021928281

Registration Date: 2015-Feb-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Feb-19 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

Current

1 KINGS CARGO EXPRESS LTD.  
26 SAVA WAY  
WINNIPEG, MB R2P0G6

**Block**

**Status**

Current

2 KINGS CARGO EXPRESS LTD.  
425 OAK POINT HWY  
WINNIPEG, MB R2R1T9

**Block**

**Status**

Current

3 DTS TRUCKING, LTD.  
11 RAPHAEL STREET  
WINNIPEG, MB R3T2P6

**Block**

**Status**

Current

4 EASY FR8 LINES LTD.  
26 SAVA WAY  
WINNIPEG, MB R2P0G6

**Block**

**Status**

Current

5 SINGH, SHARANJIT  
11 RAPHAEL STREET  
WINNIPEG, MB R3T2P6

Birth Date:  
1970-Aug-07



# Personal Property Registry

## Search Results Report

Page 3 of 15

Search ID #: Z13109547

### Block

### Status

6 REHAL, MANJINDER, SINGH  
26 SAVA WAY  
WINNIPEG, MB R2P0G6

Current

Birth Date:  
1982-Apr-13

### Block

### Status

7 BRAICH, PARVINDER, SINGH  
26 SAVA WAY  
WINNIPEG, MB R2P0G6

Current

Birth Date:  
1985-Feb-09

### Secured Party / Parties

### Block

### Status

1 ARUNDEL CAPITAL CORPORATION  
UNIT 1, 1625 - 34TH AVENUE SW  
CALGARY, AB T2T2B5

Current

### Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u>     | <u>Category</u> | <u>Status</u> |
|--------------|----------------------|-------------|---------------------------|-----------------|---------------|
| 1            | 2LDSD5339FG060532    | 2015        | LODE KING SDG53-3 DRP DCK | TR - Trailer    | Current       |
| 2            | 2LDSD5330FG060533    | 2015        | LODE KING SDG53-3 DRP DCK | TR - Trailer    | Current       |

### Collateral: General

| <u>Block</u> | <u>Description</u>   | <u>Status</u> |
|--------------|--|---------------|
| 1            | ONE(1) NEW 2015 LODE KING SDG53-3 ALUMINUM/STEEL TRIAXLE DROP DECK TRAILER S/N 2LDSD5339FG060532, ONE(1) NEW 2015 LODE KING SDG53-3 ALUMINUM/STEEL TRIAXLE DROP DECK TRAILER S/N 2LDSD5330FG060533, TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. | Current       |



# Personal Property Registry

## Search Results Report

Page 4 of 15

Search ID #: Z13109547

**Business Debtor Search For:**

KINGS CARGO EXPRESS LTD.

Search ID #: Z13109547

Date of Search: 2020-Sep-28

Time of Search: 14:20:14

Registration Number: 15072237618

Registration Date: 2015-Jul-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Jul-22 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 KINGS CARGO EXPRESS LTD.  
26 SAVA WAY  
WINNIPEG, MB R2P0G6

Current

**Secured Party / Parties**

**Block**

**Status**

1 ROYNAT INC.  
SUITE 1500, 4710 KINGSWAY ST.  
BURNABY, BC V5H4M2

Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 2LDSD5330GG061148           | 2016               | LODE KING LOW PRO COMBO      | TR - Trailer           | Current              |
| 2                   | 2LDSD5339GG061147           | 2016               | LODE KING LOW PRO COMBO      | TR - Trailer           | Current              |

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>   | <b><u>Status</u></b> |
|---------------------|---|----------------------|
| 1                   | TRAILER(S), DROP DECK TRAILER(S), STEP DECK TRAILER(S), LODE KING TRAILER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL | Current              |



# Personal Property Registry

## Search Results Report

Page 5 of 15

Search ID #: Z13109547

**Business Debtor Search For:**

KINGS CARGO EXPRESS LTD.

Search ID #: Z13109547

Date of Search: 2020-Sep-28

Time of Search: 14:20:14

Registration Number: 16041227526

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Apr-12

Registration Status: Current

Expiry Date: 2022-Apr-12 23:59:59

Exact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

Current

1 KINGS CARGO EXPRESS LTD.  
1870 KING EDWARD STREET  
WINNIPEG, MB R3R0Z9

**Block**

**Status**

Current

2 KINGS CARGO GROUP LTD.  
1870 KING EDWARD STREET  
WINNIPEG, MB R3R0Z9

**Block**

**Status**

Current

3 SINGH, SHARANJIT  
11 RAPHAEL STREET  
WINNIPEG, MB R3T2P6

Birth Date:  
1970-Aug-07

**Secured Party / Parties**

**Block**

**Status**

Current

1 ARUNDEL CAPITAL CORPORATION  
SUITE 420, 5119 ELBOW DRIVE SW  
CALGARY, AB T2V1H2

**Collateral: Serial Number Goods**

**Block**

**Serial Number**

**Year**

**Make and Model**

**Category**

**Status**

|   |                   |      |                            |              |         |
|---|-------------------|------|----------------------------|--------------|---------|
| 1 | 2LDPF5337EL057313 | 2014 | LODEKING 53FT FLAT<br>DECK | TR - Trailer | Current |
|---|-------------------|------|----------------------------|--------------|---------|



## Personal Property Registry

### Search Results Report

Page 6 of 15

Search ID #: Z13109547

#### **Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>  | <b><u>Status</u></b> |
|---------------------|--|----------------------|
| 1                   | ONE(1) USED 2014 LODE KING 53FT FLAT DECK TRAILER S/N 2LDPF5337EL057313 TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. | Current              |



# Personal Property Registry

## Search Results Report

Page 7 of 15

Search ID #: Z13109547

### **Business Debtor Search For:**

KINGS CARGO EXPRESS LTD.

Search ID #: Z13109547

Date of Search: 2020-Sep-28

Time of Search: 14:20:14

Registration Number: 16041228446

Registration Date: 2016-Apr-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Apr-12 23:59:59

Exact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

### **Debtor(s)**

#### **Block**

#### **Status**

Current

1 KINGS CARGO EXPRESS LTD.  
1870 KING EDWARD STREET  
WINNIPEG, MB R3R0Z9

#### **Block**

#### **Status**

Current

2 KINGS CARGO GROUP LTD.  
1870 KING EDWARD STREET  
WINNIPEG, MB R3R0Z9

#### **Block**

#### **Status**

Current

3 SINGH, SHARANJIT  
11 RAPHAEL STREET  
WINNIPEG, MB R3T2P6

Birth Date:  
1970-Aug-07

### **Secured Party / Parties**

#### **Block**

#### **Status**

Current

1 ARUNDEL CAPITAL CORPORATION  
SUITE 420, 5119 ELBOW DRIVE SW  
CALGARY, AB T2V1H2

### **Collateral: Serial Number Goods**

#### **Block**

#### **Serial Number**

#### **Year**

#### **Make and Model**

#### **Category**

#### **Status**

1 4V4NC9EH8EN163221 2014 VOLVO VNL64T670 HWY MV - Motor Vehicle Current



# Personal Property Registry

## Search Results Report

Page 8 of 15

Search ID #: Z13109547

### **Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>   | <b><u>Status</u></b> |
|---------------------|---|----------------------|
| 1                   | ONE(1) USED 2014 VOLVO VNL64T670 HIGHWAY TRACTOR S/N 4V4NC9EH8EN163221 TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. | Current              |



# Personal Property Registry

## Search Results Report

Page 9 of 15

Search ID #: Z13109547

**Business Debtor Search For:**

KINGS CARGO EXPRESS LTD.

Search ID #: Z13109547

Date of Search: 2020-Sep-28

Time of Search: 14:20:14

Registration Number: 19100925489

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Oct-09

Registration Status: Current

Expiry Date: 2020-Oct-09 23:59:59

Exact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

1 DTS TRUCKING LTD.  
11 RAPHAEL ST  
WINNIPEG, MB R3T2P6

Current

**Block**

**Status**

2 KINGS CARGO EXPRESS LTD.  
11 RAPHAEL ST  
WINNIPEG, MB R3T2P6

Current

**Block**

**Status**

3 SINGH, SHARANJI  
11 RAPHAEL ST  
WINNIPEG, MB R3T2P6

Current

Birth Date:  
1970-Aug-07

**Secured Party / Parties**

**Block**

**Status**

1 CWB NATIONAL LEASING INC.  
1525 BUFFALO PLACE  
WINNIPEG, MB R3T 1L9  
Phone #: 204 954 9000 Fax #: 866 814 4752  
Email: ppsa.adminstration@cwbnationalleasing.com

Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 4V4NC9EJ3CN556589           | 2012               | VOLVO VNL670 TRACTOR         | MV - Motor Vehicle     | Current              |





# Personal Property Registry

## Search Results Report

Page 10 of 15

Search ID #: Z13109547

### **Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>   | <b><u>Status</u></b> |
|---------------------|---|----------------------|
| 1                   | LEASE NUMBER 29025157, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM. | Current              |

### **Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b> | <b><u>Status</u></b> |
|---------------------|--------------------------------------|----------------------|
| 1                   | Purchase Money Security Interest.    | Current              |



# Personal Property Registry

## Search Results Report

Page 11 of 15

Search ID #: Z13109547

**Business Debtor Search For:**

KINGS CARGO EXPRESS LTD.

Search ID #: Z13109547

Date of Search: 2020-Sep-28

Time of Search: 14:20:14

Registration Number: 20092518318

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Sep-25

Registration Status: Current

Expiry Date: 2025-Sep-25 23:59:59

This Registration covers a Trust Indenture

Exact Match on:

Debtor

No: 1

**Amendments to Registration**

20092821096

Amendment

2020-Sep-28

**Debtor(s)**

**Block**

**Status**

1 KINGS CARGO EXPRESS LTD.  
UNIT A - 1870 KING EDWARD STREET  
EDMONTON, AB R2R 0Z9

Current

**Block**

**Status**

2 CANADA CARGO LINES LTD.  
UNIT B-1870 KING EDWARD STREET  
WINNIPEG, MB R2R 0Z9

Current

**Block**

**Status**

3 LAVISH TRANSPORT LTD.  
26 SAVA WAY  
WINNIPEG, MB R2P 0G6

Current by  
20092821096

**Secured Party / Parties**

**Block**

**Status**

1 THE TORONTO DOMINION BANK  
201 PORTAGE AVENUE, CONCOURSE LEVEL  
WINNIPEG, MB R3B 3K6  
Email: tdcomm@td.com

Current



## Personal Property Registry Search Results Report

Page 12 of 15

Search ID #: Z13109547

### Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u>        | <u>Category</u>    | <u>Status</u> |
|--------------|----------------------|-------------|------------------------------|--------------------|---------------|
| 1            | 2LDSD5339FGH060532   | 2015        | Lode King SDG53-3<br>Aluminu | TR - Trailer       | Current       |
| 2            | 2LDSD5330FGH060533   | 2015        | Lode King SDG53-3<br>Aluminu | TR - Trailer       | Current       |
| 3            | 2LDSD5330GG061148    | 2016        | Lode king Low Pro Combo<br>S | TR - Trailer       | Current       |
| 4            | 2LDSD5339GG061147    | 2016        | Lode king Low Pro Combo<br>S | TR - Trailer       | Current       |
| 5            | 4V4NC9EH8EN163221    | 2014        | Volvo VNL64T670 HWY          | MV - Motor Vehicle | Current       |
| 6            | 4V4NC9EJ3CN556589    | 2012        | Volvo VNL670 Tractor         | MV - Motor Vehicle | Current       |
| 7            | 1FTEW1E57JFC34780    | 2013        | Ford F150                    | MV - Motor Vehicle | Current       |
| 8            | 4V4N9EJ3CN554589     | 2012        | Volvo VNL64T 670             | MV - Motor Vehicle | Current       |
| 9            | 4V4NC9EG2CN548617    | 2012        | Volvo Day Cab Tractor        | MV - Motor Vehicle | Current       |
| 10           | 4V4NC9EGXC548607     | 2012        | Volvo Day Cab Tractor        | TR - Trailer       | Current       |
| 11           | 2LDSD5331EH057770    | 2014        | Lode King 53ft Triaxle Dr    | TR - Trailer       | Current       |
| 12           | 2LDSD53288G047832    | 2008        | Lode King Tan Drop Deck      | TR - Trailer       | Current       |
| 13           | RAK91418863          | 2015        | Carrier X4 7300 Reefer Un    | TR - Trailer       | Current       |
| 14           | 2LDSD5339FG060532    | 2015        | Lode King SDG53-3 Drop<br>De | TR - Trailer       | Current       |
| 15           | 2LDSD5330FG060533    | 2015        | Lode King SG53-3 Drop Dec    | TR - Trailer       | Current       |
| 16           | 1D9BG533XF1609684    | 2015        | Doonan Drop Deck TRL         | MV - Motor Vehicle | Current       |
| 17           | 2LDSD5125EG057460    | 2014        | Lode King SDG51-2            | TR - Trailer       | Current       |
| 18           | 2WKLDD2G01K969415    | 2011        | Western Star                 | MV - Motor Vehicle | Current       |
| 19           | 1FUYTWDBXYGH70821    | 2000        | Freightliner                 | MV - Motor Vehicle | Current       |
| 20           | 4V4MC9GG22N331821    | 2002        | Volvo                        | MV - Motor Vehicle | Current       |
| 21           | 4V4MC9GG12N331826    | 2002        | Volvo                        | MV - Motor Vehicle | Current       |
| 22           | 4V4NC96GH53N347316   | 2003        | Volvo                        | MV - Motor Vehicle | Current       |
| 23           | 4V4NC9GH35N393021    | 2005        | Volvo VNL64T670              | MV - Motor Vehicle | Current       |
| 24           | 1FUJA6CVX5LV13511    | 2005        | Freightliner                 | MV - Motor Vehicle | Current       |
| 25           | 1UYVS25318U322912    | 2008        | Utility                      | MV - Motor Vehicle | Current       |



## Personal Property Registry Search Results Report

Page 13 of 15

Search ID #: Z13109547

|    |                   |      |                              |                    |         |
|----|-------------------|------|------------------------------|--------------------|---------|
| 26 | 1HSHXAXR04J016134 | 2004 | International                | MV - Motor Vehicle | Current |
| 27 | 4VG7DAGF2XN788979 | 1999 | Volvo                        | MV - Motor Vehicle | Current |
| 28 | 2LDPF5337EL057313 | 2014 | Lode King                    | MV - Motor Vehicle | Current |
| 29 | 4V4MC9GG22N331768 | 2002 | Volvo                        | MV - Motor Vehicle | Current |
| 30 | 2LDSD4826DG055621 | 2013 | Lode King                    | MV - Motor Vehicle | Current |
| 31 | 1XKTDU8X47J203279 | 2007 | kenworth                     | MV - Motor Vehicle | Current |
| 32 | 1HSHXAXR24J015454 | 2004 | International                | MV - Motor Vehicle | Current |
| 33 | 1FUJA6CG01LH58042 | 2001 | Freightliner                 | MV - Motor Vehicle | Current |
| 34 | 1FUYDXYB6TP718257 | 1996 | Freightliner                 | MV - Motor Vehicle | Current |
| 35 | 1FUYDEDB6XLB25170 | 1999 | Freightliner                 | MV - Motor Vehicle | Current |
| 36 | 2FUY3MDB0WA889501 | 1998 | Freightliner                 | MV - Motor Vehicle | Current |
| 37 | 1FUJA6CK75LV03511 | 2005 | Freightliner                 | MV - Motor Vehicle | Current |
| 38 | 1HSHXAHR94J093454 | 2004 | International                | MV - Motor Vehicle | Current |
| 39 | 2LDSD48289G049648 | 2009 | Lode King                    | MV - Motor Vehicle | Current |
| 40 | 1XPHDP9X2C147335  | 2012 | Peterbilt, 386               | MV - Motor Vehicle | Current |
| 41 | 2LDSD5332FG060534 | 2015 | Lode King SDG53-3 Drop<br>De | TR - Trailer       | Current |
| 42 | 13N648206E3560889 | 2014 | Fontaine Renegade LXT40      | TR - Trailer       | Current |
| 43 | 13NM0410SE35P0715 | 2014 | Fontaine Rear Dolly          | TR - Trailer       | Current |
| 44 | 1XKADB8X47J093880 | 2007 | Kenworth T600 Hwy Trac       | MV - Motor Vehicle | Current |
| 45 | 1XKADB8X67J093637 | 2007 | Kenworth T600 Hwy Trac       | MV - Motor Vehicle | Current |
| 46 | 1D9BG5337G1608322 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 47 | 1D9BG5339G1608323 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 48 | 1D9BG5330G1609324 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 49 | 1D9BG5330G1609325 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 50 | 1D9BG5330G1609326 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 51 | 1D9BG5331F1609685 | 2015 | Doonan Drop Deck             | TR - Trailer       | Current |
| 52 | 1D9BG5331F1609686 | 2015 | Doonan Drop Deck             | TR - Trailer       | Current |
| 53 | 1D9BG5331F1609687 | 2015 | Doonan Drop Deck             | TR - Trailer       | Current |
| 54 | 2LDSD5320DG055627 | 2013 | Lode King SDG53-2            | TR - Trailer       | Current |



## Personal Property Registry Search Results Report

Page 14 of 15

Search ID #: Z13109547

|    |                    |      |                           |              |         |
|----|--------------------|------|---------------------------|--------------|---------|
| 55 | 2LDPF533DL055001   | 2013 | Lode King PFL53-3         | TR - Trailer | Current |
| 56 | 2LDPF533DL055002   | 2013 | Lode King PFL53-3         | TR - Trailer | Current |
| 57 | 2LDSD5129EG057462  | 2014 | Lode King SDG51-2         | TR - Trailer | Current |
| 58 | 2LDSD5129EG057463  | 2014 | Lode King SDG51-2         | TR - Trailer | Current |
| 59 | 2LDPF5331FL0606760 | 2015 | Lode King PFL53-3 Flatdec | TR - Trailer | Current |
| 60 | 2LDPF5331FL0606761 | 2015 | Lode King PFL53-3 Flatdec | TR - Trailer | Current |
| 61 | 1D9BG5334G1609228  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 62 | 1D9BG5334G1609229  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 63 | 1D9BG5334G1609230  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 64 | 1D9BG5334G1609231  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 65 | 1D9BG5334G1609232  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |

### **Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>  | <b><u>Status</u></b>      |
|---------------------|--|---------------------------|
| 1                   | All present and after-acquired personal property of the debtor.  | Current                   |
| 2                   | Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly from any dealings with the general collateral described above or proceeds therefrom. | Current By<br>20092821096 |



# Personal Property Registry

## Search Results Report

Page 15 of 15

Search ID #: Z13109547

**Note:**

The following is a list of matches closely approximating your Search Criteria,  
which is included for your convenience and protection.

**Debtor Name / Address**

KINGS CARGO GROUP LTD.  
1870 KING EDWARD STREET  
WINNIPEG, MB R3R0Z9

**Reg.#**

16041227526

**SECURITY AGREEMENT**

**Debtor Name / Address**

KINGS CARGO GROUP LTD.  
1870 KING EDWARD STREET  
WINNIPEG, MB R3R0Z9

**Reg.#**

16041228446

**SECURITY AGREEMENT**

**Debtor Name / Address**

KINGS CARGO GROUP LTD.  
26 SAVA WAY  
WINNIPEG, MB R2P 0G6

**Reg.#**

19112119984

**SECURITY AGREEMENT**

Result Complete



# Personal Property Registry

## Search Results Report

Page 1 of 5

Search ID #: Z13109553

### Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881  
Phone #: 780 429 5969  
Reference #:

Search ID #: Z13109553

Date of Search: 2020-Sep-28

Time of Search: 14:20:43

### Business Debtor Search For:

CANADA CARGO LINES LTD.

Exact Result(s) Only Found

### NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.





# Personal Property Registry

## Search Results Report

Page 2 of 5

Search ID #: Z13109553

**Business Debtor Search For:**

CANADA CARGO LINES LTD.

Search ID #: Z13109553

Date of Search: 2020-Sep-28

Time of Search: 14:20:43

Registration Number: 20092518318

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Sep-25

Registration Status: Current

Expiry Date: 2025-Sep-25 23:59:59

This Registration covers a Trust Indenture

Exact Match on:

Debtor

No: 2

**Amendments to Registration**

20092821096

Amendment

2020-Sep-28

**Debtor(s)**

**Block**

**Status**

1 KINGS CARGO EXPRESS LTD.  
UNIT A - 1870 KING EDWARD STREET  
EDMONTON, AB R2R 0Z9

Current

**Block**

**Status**

2 CANADA CARGO LINES LTD.  
UNIT B-1870 KING EDWARD STREET  
WINNIPEG, MB R2R 0Z9

Current

**Block**

**Status**

3 LAVISH TRANSPORT LTD.  
26 SAVA WAY  
WINNIPEG, MB R2P 0G6

Current by  
20092821096

**Secured Party / Parties**

**Block**

**Status**

1 THE TORONTO DOMINION BANK  
201 PORTAGE AVENUE, CONCOURSE LEVEL  
WINNIPEG, MB R3B 3K6

Current





## Personal Property Registry Search Results Report

Page 3 of 5

Search ID #: Z13109553

Email: tdcomm@td.com

### **Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 2LDSD5339FGH060532          | 2015               | Lode King SDG53-3<br>Aluminu | TR - Trailer           | Current              |
| 2                   | 2LDSD5330FGH060533          | 2015               | Lode King SDG53-3<br>Aluminu | TR - Trailer           | Current              |
| 3                   | 2LDSD5330GG061148           | 2016               | Lode king Low Pro Combo<br>S | TR - Trailer           | Current              |
| 4                   | 2LDSD5339GG061147           | 2016               | Lode king Low Pro Combo<br>S | TR - Trailer           | Current              |
| 5                   | 4V4NC9EH8EN163221           | 2014               | Volvo VNL64T670 HWY          | MV - Motor Vehicle     | Current              |
| 6                   | 4V4NC9EJ3CN556589           | 2012               | Volvo VNL670 Tractor         | MV - Motor Vehicle     | Current              |
| 7                   | 1FTEW1E57JFC34780           | 2013               | Ford F150                    | MV - Motor Vehicle     | Current              |
| 8                   | 4V4N9EJ3CN554589            | 2012               | Volvo VNL64T 670             | MV - Motor Vehicle     | Current              |
| 9                   | 4V4NC9EG2CN548617           | 2012               | Volvo Day Cab Tractor        | MV - Motor Vehicle     | Current              |
| 10                  | 4V4NC9EGXC548607            | 2012               | Volvo Day Cab Tractor        | TR - Trailer           | Current              |
| 11                  | 2LDSD5331EH057770           | 2014               | Lode King 53ft Triaxle Dr    | TR - Trailer           | Current              |
| 12                  | 2LDSD53288G047832           | 2008               | Lode King Tan Drop Deck      | TR - Trailer           | Current              |
| 13                  | RAK91418863                 | 2015               | Carrier X4 7300 Reefer Un    | TR - Trailer           | Current              |
| 14                  | 2LDSD5339FG060532           | 2015               | Lode King SDG53-3 Drop<br>De | TR - Trailer           | Current              |
| 15                  | 2LDSD5330FG060533           | 2015               | Lode King SG53-3 Drop Dec    | TR - Trailer           | Current              |
| 16                  | 1D9BG533XF1609684           | 2015               | Doonan Drop Deck TRL         | MV - Motor Vehicle     | Current              |
| 17                  | 2LDSD5125EG057460           | 2014               | Lode King SDG51-2            | TR - Trailer           | Current              |
| 18                  | 2WKLDD2G01K969415           | 2011               | Western Star                 | MV - Motor Vehicle     | Current              |
| 19                  | 1FUYYTWDBXYGH70821          | 2000               | Freightliner                 | MV - Motor Vehicle     | Current              |
| 20                  | 4V4MC9GG22N331821           | 2002               | Volvo                        | MV - Motor Vehicle     | Current              |
| 21                  | 4V4MC9GG12N331826           | 2002               | Volvo                        | MV - Motor Vehicle     | Current              |
| 22                  | 4V4NC96GH53N347316          | 2003               | Volvo                        | MV - Motor Vehicle     | Current              |
| 23                  | 4V4NC9GH35N393021           | 2005               | Volvo VNL64T670              | MV - Motor Vehicle     | Current              |
| 24                  | 1FUJA6CVX5LV13511           | 2005               | Freightliner                 | MV - Motor Vehicle     | Current              |



## Personal Property Registry Search Results Report

Page 4 of 5

Search ID #: Z13109553

|    |                   |      |                              |                    |         |
|----|-------------------|------|------------------------------|--------------------|---------|
| 25 | 1UYVS25318U322912 | 2008 | Utility                      | MV - Motor Vehicle | Current |
| 26 | 1HSHXAXR04J016134 | 2004 | International                | MV - Motor Vehicle | Current |
| 27 | 4VG7DAGF2XN788979 | 1999 | Volvo                        | MV - Motor Vehicle | Current |
| 28 | 2LDPF5337EL057313 | 2014 | Lode King                    | MV - Motor Vehicle | Current |
| 29 | 4V4MC9GG22N331768 | 2002 | Volvo                        | MV - Motor Vehicle | Current |
| 30 | 2LDSD4826DG055621 | 2013 | Lode King                    | MV - Motor Vehicle | Current |
| 31 | 1XKTDU8X47J203279 | 2007 | kenworth                     | MV - Motor Vehicle | Current |
| 32 | 1HSHXAXR24J015454 | 2004 | International                | MV - Motor Vehicle | Current |
| 33 | 1FUJA6CG01LH58042 | 2001 | Freightliner                 | MV - Motor Vehicle | Current |
| 34 | 1FUYDXYB6TP718257 | 1996 | Freightliner                 | MV - Motor Vehicle | Current |
| 35 | 1FUYDEDB6XLB25170 | 1999 | Freightliner                 | MV - Motor Vehicle | Current |
| 36 | 2FUY3MDB0WA889501 | 1998 | Freightliner                 | MV - Motor Vehicle | Current |
| 37 | 1FUJA6CK75LV03511 | 2005 | Freightliner                 | MV - Motor Vehicle | Current |
| 38 | 1HSHXAGR94J093454 | 2004 | International                | MV - Motor Vehicle | Current |
| 39 | 2LDSD48289G049648 | 2009 | Lode King                    | MV - Motor Vehicle | Current |
| 40 | 1XPHDP9X2C147335  | 2012 | Peterbilt, 386               | MV - Motor Vehicle | Current |
| 41 | 2LDSD5332FG060534 | 2015 | Lode King SDG53-3 Drop<br>De | TR - Trailer       | Current |
| 42 | 13N648206E3560889 | 2014 | Fontaine Renegade LXT40      | TR - Trailer       | Current |
| 43 | 13NM0410SE35P0715 | 2014 | Fontaine Rear Dolly          | TR - Trailer       | Current |
| 44 | 1XKADB8X47J093880 | 2007 | Kenworth T600 Hwy Trac       | MV - Motor Vehicle | Current |
| 45 | 1XKADB8X67J093637 | 2007 | Kenworth T600 Hwy Trac       | MV - Motor Vehicle | Current |
| 46 | 1D9BG5337G1608322 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 47 | 1D9BG5339G1608323 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 48 | 1D9BG5330G1609324 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 49 | 1D9BG5330G1609325 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 50 | 1D9BG5330G1609326 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 51 | 1D9BG5331F1609685 | 2015 | Doonan Drop Deck             | TR - Trailer       | Current |
| 52 | 1D9BG5331F1609686 | 2015 | Doonan Drop Deck             | TR - Trailer       | Current |
| 53 | 1D9BG5331F1609687 | 2015 | Doonan Drop Deck             | TR - Trailer       | Current |



## Personal Property Registry Search Results Report

Page 5 of 5

Search ID #: Z13109553

|    |                    |      |                           |              |         |
|----|--------------------|------|---------------------------|--------------|---------|
| 54 | 2LDSD5320DG055627  | 2013 | Lode King SDG53-2         | TR - Trailer | Current |
| 55 | 2LDPF533DL055001   | 2013 | Lode King PFL53-3         | TR - Trailer | Current |
| 56 | 2LDPF533DL055002   | 2013 | Lode King PFL53-3         | TR - Trailer | Current |
| 57 | 2LDSD5129EG057462  | 2014 | Lode King SDG51-2         | TR - Trailer | Current |
| 58 | 2LDSD5129EG057463  | 2014 | Lode King SDG51-2         | TR - Trailer | Current |
| 59 | 2LDPF5331FL0606760 | 2015 | Lode King PFL53-3 Flatdec | TR - Trailer | Current |
| 60 | 2LDPF5331FL0606761 | 2015 | Lode King PFL53-3 Flatdec | TR - Trailer | Current |
| 61 | 1D9BG5334G1609228  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 62 | 1D9BG5334G1609229  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 63 | 1D9BG5334G1609230  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 64 | 1D9BG5334G1609231  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 65 | 1D9BG5334G1609232  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |

### **Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>  | <b><u>Status</u></b>      |
|---------------------|--|---------------------------|
| 1                   | All present and after-acquired personal property of the debtor.  | Current                   |
| 2                   | Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly form any dealings with the general collateral described above or proceeds therefrom. | Current By<br>20092821096 |

Result Complete



# Personal Property Registry

## Search Results Report

Page 1 of 5

Search ID #: Z13109550

### Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881  
Phone #: 780 429 5969  
Reference #:

Search ID #: Z13109550

Date of Search: 2020-Sep-28

Time of Search: 14:20:33

### Business Debtor Search For:

LAVISH TRANSPORT LTD.

Exact Result(s) Only Found

### NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.





# Personal Property Registry

## Search Results Report

Page 2 of 5

Search ID #: Z13109550

### **Business Debtor Search For:**

LAVISH TRANSPORT LTD.

Search ID #: Z13109550

Date of Search: 2020-Sep-28

Time of Search: 14:20:33

Registration Number: 20092518318

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Sep-25

Registration Status: Current

Expiry Date: 2025-Sep-25 23:59:59

This Registration covers a Trust Indenture

Exact Match on:

Debtor

No: 3

### **Amendments to Registration**

20092821096

Amendment

2020-Sep-28

### **Debtor(s)**

#### **Block**

#### **Status**

1 KINGS CARGO EXPRESS LTD.  
UNIT A - 1870 KING EDWARD STREET  
EDMONTON, AB R2R 0Z9

Current

#### **Block**

#### **Status**

2 CANADA CARGO LINES LTD.  
UNIT B-1870 KING EDWARD STREET  
WINNIPEG, MB R2R 0Z9

Current

#### **Block**

#### **Status**

3 LAVISH TRANSPORT LTD.  
26 SAVA WAY  
WINNIPEG, MB R2P 0G6

Current by  
20092821096

### **Secured Party / Parties**

#### **Block**

#### **Status**

1 THE TORONTO DOMINION BANK  
201 PORTAGE AVENUE, CONCOURSE LEVEL  
WINNIPEG, MB R3B 3K6

Current



## Personal Property Registry Search Results Report

Page 3 of 5

Search ID #: Z13109550

Email: tdcomm@td.com

### **Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 2LDSD5339FGH060532          | 2015               | Lode King SDG53-3<br>Aluminu | TR - Trailer           | Current              |
| 2                   | 2LDSD5330FGH060533          | 2015               | Lode King SDG53-3<br>Aluminu | TR - Trailer           | Current              |
| 3                   | 2LDSD5330GG061148           | 2016               | Lode king Low Pro Combo<br>S | TR - Trailer           | Current              |
| 4                   | 2LDSD5339GG061147           | 2016               | Lode king Low Pro Combo<br>S | TR - Trailer           | Current              |
| 5                   | 4V4NC9EH8EN163221           | 2014               | Volvo VNL64T670 HWY          | MV - Motor Vehicle     | Current              |
| 6                   | 4V4NC9EJ3CN556589           | 2012               | Volvo VNL670 Tractor         | MV - Motor Vehicle     | Current              |
| 7                   | 1FTEW1E57JFC34780           | 2013               | Ford F150                    | MV - Motor Vehicle     | Current              |
| 8                   | 4V4N9EJ3CN554589            | 2012               | Volvo VNL64T 670             | MV - Motor Vehicle     | Current              |
| 9                   | 4V4NC9EG2CN548617           | 2012               | Volvo Day Cab Tractor        | MV - Motor Vehicle     | Current              |
| 10                  | 4V4NC9EGXC548607            | 2012               | Volvo Day Cab Tractor        | TR - Trailer           | Current              |
| 11                  | 2LDSD5331EH057770           | 2014               | Lode King 53ft Triaxle Dr    | TR - Trailer           | Current              |
| 12                  | 2LDSD53288G047832           | 2008               | Lode King Tan Drop Deck      | TR - Trailer           | Current              |
| 13                  | RAK91418863                 | 2015               | Carrier X4 7300 Reefer Un    | TR - Trailer           | Current              |
| 14                  | 2LDSD5339FG060532           | 2015               | Lode King SDG53-3 Drop<br>De | TR - Trailer           | Current              |
| 15                  | 2LDSD5330FG060533           | 2015               | Lode King SG53-3 Drop Dec    | TR - Trailer           | Current              |
| 16                  | 1D9BG533XF1609684           | 2015               | Doonan Drop Deck TRL         | MV - Motor Vehicle     | Current              |
| 17                  | 2LDSD5125EG057460           | 2014               | Lode King SDG51-2            | TR - Trailer           | Current              |
| 18                  | 2WKLDD2G01K969415           | 2011               | Western Star                 | MV - Motor Vehicle     | Current              |
| 19                  | 1FUYYTWDBXYGH70821          | 2000               | Freightliner                 | MV - Motor Vehicle     | Current              |
| 20                  | 4V4MC9GG22N331821           | 2002               | Volvo                        | MV - Motor Vehicle     | Current              |
| 21                  | 4V4MC9GG12N331826           | 2002               | Volvo                        | MV - Motor Vehicle     | Current              |
| 22                  | 4V4NC96GH53N347316          | 2003               | Volvo                        | MV - Motor Vehicle     | Current              |
| 23                  | 4V4NC9GH35N393021           | 2005               | Volvo VNL64T670              | MV - Motor Vehicle     | Current              |
| 24                  | 1FUJA6CVX5LV13511           | 2005               | Freightliner                 | MV - Motor Vehicle     | Current              |



## Personal Property Registry Search Results Report

Page 4 of 5

Search ID #: Z13109550

|    |                   |      |                              |                    |         |
|----|-------------------|------|------------------------------|--------------------|---------|
| 25 | 1UYVS25318U322912 | 2008 | Utility                      | MV - Motor Vehicle | Current |
| 26 | 1HSHXAXR04J016134 | 2004 | International                | MV - Motor Vehicle | Current |
| 27 | 4VG7DAGF2XN788979 | 1999 | Volvo                        | MV - Motor Vehicle | Current |
| 28 | 2LDPF5337EL057313 | 2014 | Lode King                    | MV - Motor Vehicle | Current |
| 29 | 4V4MC9GG22N331768 | 2002 | Volvo                        | MV - Motor Vehicle | Current |
| 30 | 2LDSD4826DG055621 | 2013 | Lode King                    | MV - Motor Vehicle | Current |
| 31 | 1XKTDU8X47J203279 | 2007 | kenworth                     | MV - Motor Vehicle | Current |
| 32 | 1HSHXAXR24J015454 | 2004 | International                | MV - Motor Vehicle | Current |
| 33 | 1FUJA6CG01LH58042 | 2001 | Freightliner                 | MV - Motor Vehicle | Current |
| 34 | 1FUYDXYB6TP718257 | 1996 | Freightliner                 | MV - Motor Vehicle | Current |
| 35 | 1FUYDEDB6XLB25170 | 1999 | Freightliner                 | MV - Motor Vehicle | Current |
| 36 | 2FUY3MDB0WA889501 | 1998 | Freightliner                 | MV - Motor Vehicle | Current |
| 37 | 1FUJA6CK75LV03511 | 2005 | Freightliner                 | MV - Motor Vehicle | Current |
| 38 | 1HSHXAHR94J093454 | 2004 | International                | MV - Motor Vehicle | Current |
| 39 | 2LDSD48289G049648 | 2009 | Lode King                    | MV - Motor Vehicle | Current |
| 40 | 1XPHDP9X2C147335  | 2012 | Peterbilt, 386               | MV - Motor Vehicle | Current |
| 41 | 2LDSD5332FG060534 | 2015 | Lode King SDG53-3 Drop<br>De | TR - Trailer       | Current |
| 42 | 13N648206E3560889 | 2014 | Fontaine Renegade LXT40      | TR - Trailer       | Current |
| 43 | 13NM0410SE35P0715 | 2014 | Fontaine Rear Dolly          | TR - Trailer       | Current |
| 44 | 1XKADB8X47J093880 | 2007 | Kenworth T600 Hwy Trac       | MV - Motor Vehicle | Current |
| 45 | 1XKADB8X67J093637 | 2007 | Kenworth T600 Hwy Trac       | MV - Motor Vehicle | Current |
| 46 | 1D9BG5337G1608322 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 47 | 1D9BG5339G1608323 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 48 | 1D9BG5330G1609324 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 49 | 1D9BG5330G1609325 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 50 | 1D9BG5330G1609326 | 2016 | Doonan Tridem Drop Deck      | TR - Trailer       | Current |
| 51 | 1D9BG5331F1609685 | 2015 | Doonan Drop Deck             | TR - Trailer       | Current |
| 52 | 1D9BG5331F1609686 | 2015 | Doonan Drop Deck             | TR - Trailer       | Current |
| 53 | 1D9BG5331F1609687 | 2015 | Doonan Drop Deck             | TR - Trailer       | Current |



## Personal Property Registry Search Results Report

Page 5 of 5

Search ID #: Z13109550

|    |                    |      |                           |              |         |
|----|--------------------|------|---------------------------|--------------|---------|
| 54 | 2LDSD5320DG055627  | 2013 | Lode King SDG53-2         | TR - Trailer | Current |
| 55 | 2LDPF533DL055001   | 2013 | Lode King PFL53-3         | TR - Trailer | Current |
| 56 | 2LDPF533DL055002   | 2013 | Lode King PFL53-3         | TR - Trailer | Current |
| 57 | 2LDSD5129EG057462  | 2014 | Lode King SDG51-2         | TR - Trailer | Current |
| 58 | 2LDSD5129EG057463  | 2014 | Lode King SDG51-2         | TR - Trailer | Current |
| 59 | 2LDPF5331FL0606760 | 2015 | Lode King PFL53-3 Flatdec | TR - Trailer | Current |
| 60 | 2LDPF5331FL0606761 | 2015 | Lode King PFL53-3 Flatdec | TR - Trailer | Current |
| 61 | 1D9BG5334G1609228  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 62 | 1D9BG5334G1609229  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 63 | 1D9BG5334G1609230  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 64 | 1D9BG5334G1609231  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |
| 65 | 1D9BG5334G1609232  | 2016 | Doonan Specialized Drop D | TR - Trailer | Current |

### **Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>  | <b><u>Status</u></b>      |
|---------------------|--|---------------------------|
| 1                   | All present and after-acquired personal property of the debtor.  | Current                   |
| 2                   | Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly form any dealings with the general collateral described above or proceeds therefrom. | Current By<br>20092821096 |

Result Complete



THIS IS EXHIBIT "12"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 29 day of September, 2020

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by several loops and a long horizontal stroke extending to the right.

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



## Saskatchewan Personal Property Registry Search Result

**Searching Party:** ELDOR-WAL REGISTRATION (1987) LTD.  
**Search Date:** 28-Sep-2020 14:19:43

**Search Type:** Standard

**Search #:** 203390192  
**Client Reference:** KINGS CARGO  
EXPRESS

**Control #:**

**Search Criteria**

**Search By:** Business Debtor Name

**Business Name**

KINGS CARGO EXPRESS LTD.

---

The following list displays all matches & indicates the ones that were selected.

1 Registration(s) Found: Exacts (1) - Similar (0)

| Selected | Match | Reg #     | Registration Type                       | Debtor Name              | City     | Enforcement<br>Instruction<br>Reg # |
|----------|-------|-----------|---|--------------------------|----------|-------------------------------------|
| Yes      | Exact | 302085450 | Personal Property<br>Security Agreement | Kings Cargo Express Ltd. | Winnipeg | N/A                                 |



# Saskatchewan Personal Property Registry Search Result

## Current - Exact

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 25-Sep-2020 11:25:36

**Registration #:** 302085450  
**Expiry Date:** 24-Sep-2025

**Event Type:** Amendment  
**Transaction Reason:** Regular

### Notations

**Trust Indenture:** No

### Registrant

|                     |                                    |                 |                      |
|---------------------|------------------------------------|-----------------|----------------------|
| <b>Party ID:</b>    | 153171375-1                        | <b>Address:</b> | 1200, 10123 99 St NW |
| <b>Entity Type:</b> | Business                           |                 | Edmonton, Alberta    |
| <b>Name:</b>        | ELDOR-WAL REGISTRATION (1987) LTD. |                 | T5J3H1<br>Canada     |

### Secured Party

|                     |                           |                 |                                     |
|---------------------|---------------------------|-----------------|-------------------------------------|
| <b>Item #:</b>      | 1                         | <b>Address:</b> | 201 Portage Avenue, Concourse Level |
| <b>Party ID:</b>    | 153541213-1               |                 | Winnipeg, Manitoba                  |
| <b>Entity Type:</b> | Business                  |                 | R3B3K6                              |
| <b>Name:</b>        | The Toronto Dominion Bank |                 | Canada                              |

### Debtor Party

|                     |                          |                 |                                |
|---------------------|--------------------------|-----------------|--------------------------------|
| <b>* Item #:</b>    | 1                        | <b>Address:</b> | Unit A-1870 King Edward Street |
| <b>Party ID:</b>    | 153541214-1              |                 | Winnipeg, Manitoba             |
| <b>Entity Type:</b> | Business                 |                 | R2R0Z9                         |
| <b>Name:</b>        | Kings Cargo Express Ltd. |                 | Canada                         |
| <b>Item #:</b>      | 2                        | <b>Address:</b> | Unit B-1870 King Edward Street |
| <b>Party ID:</b>    | 153541215-1              |                 | Winnipeg, Manitoba             |
| <b>Entity Type:</b> | Business                 |                 | R2R0Z9                         |
| <b>Name:</b>        | Canada Cargo Lines Ltd.  |                 | Canada                         |
| <b>Item #:</b>      | 3                        | <b>Address:</b> | 26 Sava Way                    |
| <b>Party ID:</b>    | 153542246-1              |                 | Winnipeg, Manitoba             |
| <b>Entity Type:</b> | Business                 |                 | R2P0G6                         |
| <b>Name:</b>        | Lavish Transport Ltd.    |                 | Canada                         |

### Serial Property

|                     |                   |                   |  |
|---------------------|-------------------|-------------------|--|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2015   |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King  |
| <b>Serial #:</b>    | 2LDS5339FGH060532 | <b>Model:</b>     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| <b>Override:</b>    | No                | <b>Color:</b>     |  |
| <b>Item #:</b>      | 2                 | <b>Year:</b>      | 2015   |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King  |
| <b>Serial #:</b>    | 2LDS5330FGH060533 | <b>Model:</b>     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| <b>Override:</b>    | No                | <b>Color:</b>     |  |



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |                         |
|---------------------|-------------------|-------------------|-------------------------|
| <b>Item #:</b>      | 3                 | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode king               |
| <b>Serial #:</b>    | 2LDSD5330GG061148 | <b>Model:</b>     | Low Pro Combo Step Deck |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 4                 | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode king               |
| <b>Serial #:</b>    | 2LDSD5339GG061147 | <b>Model:</b>     | Low Pro Combo Step Deck |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 5                 | <b>Year:</b>      | 2014                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo                   |
| <b>Serial #:</b>    | 4V4NC9EH8EN163221 | <b>Model:</b>     | VNL64T670 HWY           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 6                 | <b>Year:</b>      | 2012                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo                   |
| <b>Serial #:</b>    | 4V4NC9EJ3CN556589 | <b>Model:</b>     | VNL670 Tractor          |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 7                 | <b>Year:</b>      | 2013                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Ford F150               |
| <b>Serial #:</b>    | 1FTEW1E57JFC34780 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 8                 | <b>Year:</b>      | 2012                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo                   |
| <b>Serial #:</b>    | 4V4N9EJ3CN554589  | <b>Model:</b>     | VNL64T 670              |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 9                 | <b>Year:</b>      | 2012                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo                   |
| <b>Serial #:</b>    | 4V4NC9EG2CN548617 | <b>Model:</b>     | Day Cab Tractor         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 10                | <b>Year:</b>      | 2012                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo                   |
| <b>Serial #:</b>    | 4V4NC9EGXCN548607 | <b>Model:</b>     | Day Cab Tractor         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 11                | <b>Year:</b>      | 2014                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King               |
| <b>Serial #:</b>    | 2LDSD5331EH057770 | <b>Model:</b>     | 53ft Triaxle Drop Deck  |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 12                | <b>Year:</b>      | 2008                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King               |
| <b>Serial #:</b>    | 2LDSD53288G047832 | <b>Model:</b>     | Tan Drop Deck           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 13                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Carrier X4              |



## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                      |
|---------------------|--------------------|-------------------|----------------------|
| <b>Serial #:</b>    | RAK91418863        | <b>Model:</b>     | 7300 Reefer Unit     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 14                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDS5339FG060532   | <b>Model:</b>     | SDG53-3 Drop Deck    |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 15                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDS5330FG060533   | <b>Model:</b>     | SG53-3 Drop Deck     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 16                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Doonan Drop Deck TRL |
| <b>Serial #:</b>    | 1D9BG53XF1609684   | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 17                 | <b>Year:</b>      | 2014                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDS5125EG057460   | <b>Model:</b>     | SDG51-2              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 18                 | <b>Year:</b>      | 2011                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Western Star         |
| <b>Serial #:</b>    | 2WKLDD2G01K969415  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 19                 | <b>Year:</b>      | 2000                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Freightliner         |
| <b>Serial #:</b>    | 1FUYYTWDBXYGH70821 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 20                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG22N331821  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 21                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG12N331826  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 22                 | <b>Year:</b>      | 2003                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4NC96GH53N347316 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 23                 | <b>Year:</b>      | 2005                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4NC9GH35N393021  | <b>Model:</b>     | VNL64T670            |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |               |
|---------------------|-------------------|-------------------|---------------|
| <b>Item #:</b>      | 24                | <b>Year:</b>      | 2005          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Freightliner  |
| <b>Serial #:</b>    | 1FUJA6CVX5LV13511 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 25                | <b>Year:</b>      | 2008          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Utility       |
| <b>Serial #:</b>    | 1UYVS25318U322912 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 26                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR04J016134 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 27                | <b>Year:</b>      | 1999          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4VG7DAGF2XN788979 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 28                | <b>Year:</b>      | 2014          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDPF5337EL057313 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 29                | <b>Year:</b>      | 2002          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4V4MC9GG22N331768 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 30                | <b>Year:</b>      | 2013          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDS4826DG055621  | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 31                | <b>Year:</b>      | 2007          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth      |
| <b>Serial #:</b>    | 1XKTDU8X47J203279 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 32                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR24J015454 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 33                | <b>Year:</b>      | 2001          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Freightliner  |
| <b>Serial #:</b>    | 1FUJA6CG01LH58042 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 34                | <b>Year:</b>      | 1996          |



## Saskatchewan Personal Property Registry Search Result

**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDXYB6TP718257  
**Override:** No

**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 35  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDEDB6XLB25170  
**Override:** No

**Year:** 1999  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 36  
**Serial Type:** Motor Vehicle  
**Serial #:** 2FUY3MDB0WA889501  
**Override:** No

**Year:** 1998  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 37  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUJA6CK75LV03511  
**Override:** No

**Year:** 2005  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 38  
**Serial Type:** Motor Vehicle  
**Serial #:** 1HSHXAHR94J093454  
**Override:** No

**Year:** 2004  
**Make/Desc:** International  
**Model:**  
**Color:**

**Item #:** 39  
**Serial Type:** Motor Vehicle  
**Serial #:** 2LDSD48289G049648  
**Override:** No

**Year:** 2009  
**Make/Desc:** Lode King  
**Model:**  
**Color:**

**Item #:** 40  
**Serial Type:** Motor Vehicle  
**Serial #:** 1XPHDP9X2C147335  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Peterbilt  
**Model:** 386  
**Color:**

**Item #:** 41  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5332FG060534  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** SDG53-3 Drop Deck Trailer  
**Color:**

**Item #:** 42  
**Serial Type:** Trailer  
**Serial #:** 13N648206E3560889  
**Override:** No

**Year:** 2014  
**Make/Desc:** Fontaine Renegade  
**Model:** LXT40  
**Color:**

**Item #:** 43  
**Serial Type:** Trailer  
**Serial #:** 13NM0410SE35P0715  
**Override:** No

**Year:** 2014  
**Make/Desc:** Fontaine Rear Dolly  
**Model:**  
**Color:**

**Item #:** 44  
**Serial Type:** Motor Vehicle  
**Serial #:** 1XKADB8X47J093880

**Year:** 2007  
**Make/Desc:** Kenworth  
**Model:** T600 Hwy Trac



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |                         |
|---------------------|-------------------|-------------------|-------------------------|
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 45                | <b>Year:</b>      | 2007                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth                |
| <b>Serial #:</b>    | 1XKADB8X67J093637 | <b>Model:</b>     | T600 Hwy Trac           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 46                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5337G1608322 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 47                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5339G1608323 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 48                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609324 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 49                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609325 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 50                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609326 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 51                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609685 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 52                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609686 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 53                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609687 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 54                | <b>Year:</b>      | 2013                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King               |
| <b>Serial #:</b>    | 2LDS5320DG055627  | <b>Model:</b>     | SDG53-2                 |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |





## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                              |
|---------------------|--------------------|-------------------|------------------------------|
| <b>Item #:</b>      | 55                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055001   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 56                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055002   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 57                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057462  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 58                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057463  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 59                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606760 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 60                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606761 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 61                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609228  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 62                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609229  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 63                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609230  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 64                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609231  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 65                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |



## Saskatchewan Personal Property Registry Search Result

**Serial #:** 1D9BG5334G1609232  
**Override:** No

**Model:**  
**Color:**

### General Property

Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly from any dealings with the general collateral described above or proceeds therefrom.

### History - Setup

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 25-Sep-2020 11:25:36

**Registration #:** 302085450  
**Transaction #:** 1  
**Expiry Date:** 24-Sep-2025

**Event Type:** Setup  
**Transaction Reason:** Regular

### Notations

**Trust Indenture:** No

### Registrant

|                     |                                    |                 |                      |
|---------------------|------------------------------------|-----------------|----------------------|
| <b>Party ID:</b>    | 153171375-1                        | <b>Address:</b> | 1200, 10123 99 St NW |
| <b>Entity Type:</b> | Business                           |                 | Edmonton, Alberta    |
| <b>Name:</b>        | ELDOR-WAL REGISTRATION (1987) LTD. |                 | T5J3H1               |
|                     |                                    |                 | Canada               |

### Secured Party

|                     |                           |                 |                                     |
|---------------------|---------------------------|-----------------|-------------------------------------|
| <b>Item #:</b>      | 1                         | <b>Address:</b> | 201 Portage Avenue, Concourse Level |
| <b>Party ID:</b>    | 153541213-1               |                 | Winnipeg, Manitoba                  |
| <b>Entity Type:</b> | Business                  |                 | R3B3K6                              |
| <b>Name:</b>        | The Toronto Dominion Bank |                 | Canada                              |

### Debtor Party

|                     |                          |                 |                                |
|---------------------|--------------------------|-----------------|--------------------------------|
| <b>Item #:</b>      | 1                        | <b>Address:</b> | Unit A-1870 King Edward Street |
| <b>Party ID:</b>    | 153541214-1              |                 | Winnipeg, Manitoba             |
| <b>Entity Type:</b> | Business                 |                 | R2R0Z9                         |
| <b>Name:</b>        | Kings Cargo Express Ltd. |                 | Canada                         |
| <b>Item #:</b>      | 2                        | <b>Address:</b> | Unit B-1870 King Edward Street |
| <b>Party ID:</b>    | 153541215-1              |                 | Winnipeg, Manitoba             |
| <b>Entity Type:</b> | Business                 |                 | R2R0Z9                         |
| <b>Name:</b>        | Canada Cargo Lines Ltd.  |                 | Canada                         |

### Serial Property

|                     |                   |                   |  |
|---------------------|-------------------|-------------------|--|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2015   |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King  |
| <b>Serial #:</b>    | 2LDS5339FGH060532 | <b>Model:</b>     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| <b>Override:</b>    | No                | <b>Color:</b>     |  |



## Saskatchewan Personal Property Registry Search Result

**Item #:** 2  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5330FGH060533  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer  
**Color:**

**Item #:** 3  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5330GG061148  
**Override:** No

**Year:** 2016  
**Make/Desc:** Lode king  
**Model:** Low Pro Combo Step Deck  
**Color:**

**Item #:** 4  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5339GG061147  
**Override:** No

**Year:** 2016  
**Make/Desc:** Lode king  
**Model:** Low Pro Combo Step Deck  
**Color:**

**Item #:** 5  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EH8EN163221  
**Override:** No

**Year:** 2014  
**Make/Desc:** Volvo  
**Model:** VNL64T670 HWY  
**Color:**

**Item #:** 6  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EJ3CN556589  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** VNL670 Tractor  
**Color:**

**Item #:** 7  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FTEW1E57JFC34780  
**Override:** No

**Year:** 2013  
**Make/Desc:** Ford F150  
**Model:**  
**Color:**

**Item #:** 8  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4N9EJ3CN554589  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** VNL64T 670  
**Color:**

**Item #:** 9  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EG2CN548617  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** Day Cab Tractor  
**Color:**

**Item #:** 10  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EGXCN548607  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** Day Cab Tractor  
**Color:**

**Item #:** 11  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5331EH057770  
**Override:** No

**Year:** 2014  
**Make/Desc:** Lode King  
**Model:** 53ft Triaxle Drop Deck  
**Color:**

**Item #:** 12  
**Serial Type:** Trailer

**Year:** 2008  
**Make/Desc:** Lode King



## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                      |
|---------------------|--------------------|-------------------|----------------------|
| <b>Serial #:</b>    | 2LDSD53288G047832  | <b>Model:</b>     | Tan Drop Deck        |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 13                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Carrier X4           |
| <b>Serial #:</b>    | RAK91418863        | <b>Model:</b>     | 7300 Reefer Unit     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 14                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDSD5339FG060532  | <b>Model:</b>     | SDG53-3 Drop Deck    |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 15                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDSD5330FG060533  | <b>Model:</b>     | SG53-3 Drop Deck     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 16                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Doonan Drop Deck TRL |
| <b>Serial #:</b>    | 1D9BG533XF1609684  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 17                 | <b>Year:</b>      | 2014                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDSD5125EG057460  | <b>Model:</b>     | SDG51-2              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 18                 | <b>Year:</b>      | 2011                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Western Star         |
| <b>Serial #:</b>    | 2WKLDD2G01K969415  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 19                 | <b>Year:</b>      | 2000                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Freightliner         |
| <b>Serial #:</b>    | 1FUYYTWDBXYGH70821 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 20                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG22N331821  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 21                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG12N331826  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 22                 | <b>Year:</b>      | 2003                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4NC96GH53N347316 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |               |
|---------------------|-------------------|-------------------|---------------|
| <b>Item #:</b>      | 23                | <b>Year:</b>      | 2005          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4V4NC9GH35N393021 | <b>Model:</b>     | VNL64T670     |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 24                | <b>Year:</b>      | 2005          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Freightliner  |
| <b>Serial #:</b>    | 1FUJA6CVX5LV13511 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 25                | <b>Year:</b>      | 2008          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Utility       |
| <b>Serial #:</b>    | 1UYVS25318U322912 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 26                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR04J016134 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 27                | <b>Year:</b>      | 1999          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4VG7DAGF2XN788979 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 28                | <b>Year:</b>      | 2014          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDPF5337EL057313 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 29                | <b>Year:</b>      | 2002          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4V4MC9GG22N331768 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 30                | <b>Year:</b>      | 2013          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDSD4826DG055621 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 31                | <b>Year:</b>      | 2007          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth      |
| <b>Serial #:</b>    | 1XKTDU8X47J203279 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 32                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR24J015454 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 33                | <b>Year:</b>      | 2001          |



## Saskatchewan Personal Property Registry Search Result

**Serial Type:** Motor Vehicle  
**Serial #:** 1FUJA6CG01LH58042  
**Override:** No

**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 34  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDXYB6TP718257  
**Override:** No

**Year:** 1996  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 35  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDEDB6XLB25170  
**Override:** No

**Year:** 1999  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 36  
**Serial Type:** Motor Vehicle  
**Serial #:** 2FUY3MDB0WA889501  
**Override:** No

**Year:** 1998  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 37  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUJA6CK75LV03511  
**Override:** No

**Year:** 2005  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 38  
**Serial Type:** Motor Vehicle  
**Serial #:** 1HSHXahr94J093454  
**Override:** No

**Year:** 2004  
**Make/Desc:** International  
**Model:**  
**Color:**

**Item #:** 39  
**Serial Type:** Motor Vehicle  
**Serial #:** 2LDSD48289G049648  
**Override:** No

**Year:** 2009  
**Make/Desc:** Lode King  
**Model:**  
**Color:**

**Item #:** 40  
**Serial Type:** Motor Vehicle  
**Serial #:** 1XPHDP9X2C147335  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Peterbilt  
**Model:** 386  
**Color:**

**Item #:** 41  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5332FG060534  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** SDG53-3 Drop Deck Trailer  
**Color:**

**Item #:** 42  
**Serial Type:** Trailer  
**Serial #:** 13N648206E3560889  
**Override:** No

**Year:** 2014  
**Make/Desc:** Fontaine Renegade  
**Model:** LXT40  
**Color:**

**Item #:** 43  
**Serial Type:** Trailer  
**Serial #:** 13NM0410SE35P0715

**Year:** 2014  
**Make/Desc:** Fontaine Rear Dolly  
**Model:**



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |                         |
|---------------------|-------------------|-------------------|-------------------------|
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 44                | <b>Year:</b>      | 2007                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth                |
| <b>Serial #:</b>    | 1XKADB8X47J093880 | <b>Model:</b>     | T600 Hwy Trac           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 45                | <b>Year:</b>      | 2007                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth                |
| <b>Serial #:</b>    | 1XKADB8X67J093637 | <b>Model:</b>     | T600 Hwy Trac           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 46                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5337G1608322 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 47                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5339G1608323 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 48                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609324 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 49                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609325 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 50                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609326 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 51                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609685 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 52                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609686 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 53                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609687 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |



## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                              |
|---------------------|--------------------|-------------------|------------------------------|
| <b>Item #:</b>      | 54                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5320DG055627  | <b>Model:</b>     | SDG53-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 55                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055001   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 56                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055002   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 57                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057462  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 58                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057463  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 59                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606760 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 60                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606761 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 61                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609228  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 62                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609229  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 63                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609230  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 64                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |





## Saskatchewan Personal Property Registry Search Result

**Serial #:** 1D9BG5334G1609231  
**Override:** No  
  
**Item #:** 65  
**Serial Type:** Trailer  
**Serial #:** 1D9BG5334G1609232  
**Override:** No

**Model:**  
**Color:**  
  
**Year:** 2016  
**Make/Desc:** Doonan Specialized Drop Deck  
**Model:**  
**Color:**

### History - Amendment

**Amendment Date:** 28-Sep-2020 12:16:00

**Registration #:** 302085450

**Transaction #:** 2

**Event Type:** Amendment  
**Transaction Reason:** Regular

#### Registrant

|                     |                                    |                 |                      |
|---------------------|------------------------------------|-----------------|----------------------|
| <b>Party ID:</b>    | 153171375-1                        | <b>Address:</b> | 1200, 10123 99 St NW |
| <b>Entity Type:</b> | Business                           |                 | Edmonton, Alberta    |
| <b>Name:</b>        | ELDOR-WAL REGISTRATION (1987) LTD. |                 | T5J3H1               |
|                     |                                    |                 | Canada               |

#### Debtor Party

|                     |                       |                 |                    |
|---------------------|-----------------------|-----------------|--------------------|
| <b>Action:</b>      | Add                   | <b>Address:</b> | 26 Sava Way        |
| <b>Item #:</b>      | 3                     |                 | Winnipeg, Manitoba |
| <b>Party ID:</b>    | 153542246-1           |                 | R2P0G6             |
| <b>Entity Type:</b> | Business              |                 | Canada             |
| <b>Name:</b>        | Lavish Transport Ltd. |                 |                    |

#### General Property

Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly from any dealings with the general collateral described above or proceeds therefrom.

End of Search Result



## Saskatchewan Personal Property Registry Search Result

**Searching Party:** ELDOR-WAL REGISTRATION (1987) LTD.  
**Search Date:** 28-Sep-2020 14:20:02

**Search Type:** Standard

**Search #:** 203390194  
**Client Reference:** CANADA CARGO  
LINES L

**Control #:**

**Search Criteria**

**Search By:** Business Debtor Name

**Business Name**

CANADA CARGO LINES LTD.

---

The following list displays all matches & indicates the ones that were selected.

1 Registration(s) Found: Exacts (1) - Similar (0)

| Selected | Match | Reg #     | Registration Type                       | Debtor Name             | City     | Enforcement<br>Instruction<br>Reg # |
|----------|-------|-----------|---|-------------------------|----------|-------------------------------------|
| Yes      | Exact | 302085450 | Personal Property<br>Security Agreement | Canada Cargo Lines Ltd. | Winnipeg | N/A                                 |



# Saskatchewan Personal Property Registry Search Result

## Current - Exact

Registration Type: Personal Property Security Agreement

Registration Date: 25-Sep-2020 11:25:36

Registration #: 302085450

Expiry Date: 24-Sep-2025

Event Type: Amendment

Transaction Reason: Regular

### Notations

Trust Indenture: No

### Registrant

|              |                                    |          |                      |
|--------------|------------------------------------|----------|----------------------|
| Party ID:    | 153171375-1                        | Address: | 1200, 10123 99 St NW |
| Entity Type: | Business                           |          | Edmonton, Alberta    |
| Name:        | ELDOR-WAL REGISTRATION (1987) LTD. |          | T5J3H1<br>Canada     |

### Secured Party

|              |                           |          |                                     |
|--------------|---------------------------|----------|-------------------------------------|
| Item #:      | 1                         | Address: | 201 Portage Avenue, Concourse Level |
| Party ID:    | 153541213-1               |          | Winnipeg, Manitoba                  |
| Entity Type: | Business                  |          | R3B3K6                              |
| Name:        | The Toronto Dominion Bank |          | Canada                              |

### Debtor Party

|              |                          |          |                                |
|--------------|--------------------------|----------|--------------------------------|
| Item #:      | 1                        | Address: | Unit A-1870 King Edward Street |
| Party ID:    | 153541214-1              |          | Winnipeg, Manitoba             |
| Entity Type: | Business                 |          | R2R0Z9                         |
| Name:        | Kings Cargo Express Ltd. |          | Canada                         |
| * Item #:    | 2                        | Address: | Unit B-1870 King Edward Street |
| Party ID:    | 153541215-1              |          | Winnipeg, Manitoba             |
| Entity Type: | Business                 |          | R2R0Z9                         |
| Name:        | Canada Cargo Lines Ltd.  |          | Canada                         |
| Item #:      | 3                        | Address: | 26 Sava Way                    |
| Party ID:    | 153542246-1              |          | Winnipeg, Manitoba             |
| Entity Type: | Business                 |          | R2P0G6                         |
| Name:        | Lavish Transport Ltd.    |          | Canada                         |

### Serial Property

|              |                   |            |  |
|--------------|-------------------|------------|--|
| Item #:      | 1                 | Year:      | 2015   |
| Serial Type: | Trailer           | Make/Desc: | Lode King  |
| Serial #:    | 2LDS5339FGH060532 | Model:     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| Override:    | No                | Color:     |  |
| Item #:      | 2                 | Year:      | 2015   |
| Serial Type: | Trailer           | Make/Desc: | Lode King  |
| Serial #:    | 2LDS5330FGH060533 | Model:     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| Override:    | No                | Color:     |  |



## Saskatchewan Personal Property Registry Search Result

**Item #:** 3  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5330GG061148  
**Override:** No

**Year:** 2016  
**Make/Desc:** Lode king  
**Model:** Low Pro Combo Step Deck  
**Color:**

**Item #:** 4  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5339GG061147  
**Override:** No

**Year:** 2016  
**Make/Desc:** Lode king  
**Model:** Low Pro Combo Step Deck  
**Color:**

**Item #:** 5  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EH8EN163221  
**Override:** No

**Year:** 2014  
**Make/Desc:** Volvo  
**Model:** VNL64T670 HWY  
**Color:**

**Item #:** 6  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EJ3CN556589  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** VNL670 Tractor  
**Color:**

**Item #:** 7  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FTEW1E57JFC34780  
**Override:** No

**Year:** 2013  
**Make/Desc:** Ford F150  
**Model:**  
**Color:**

**Item #:** 8  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4N9EJ3CN554589  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** VNL64T 670  
**Color:**

**Item #:** 9  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EG2CN548617  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** Day Cab Tractor  
**Color:**

**Item #:** 10  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EGXCN548607  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** Day Cab Tractor  
**Color:**

**Item #:** 11  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5331EH057770  
**Override:** No

**Year:** 2014  
**Make/Desc:** Lode King  
**Model:** 53ft Triaxle Drop Deck  
**Color:**

**Item #:** 12  
**Serial Type:** Trailer  
**Serial #:** 2LDSD53288G047832  
**Override:** No

**Year:** 2008  
**Make/Desc:** Lode King  
**Model:** Tan Drop Deck  
**Color:**

**Item #:** 13  
**Serial Type:** Trailer

**Year:** 2015  
**Make/Desc:** Carrier X4



## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                      |
|---------------------|--------------------|-------------------|----------------------|
| <b>Serial #:</b>    | RAK91418863        | <b>Model:</b>     | 7300 Reefer Unit     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 14                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDS5339FG060532   | <b>Model:</b>     | SDG53-3 Drop Deck    |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 15                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDS5330FG060533   | <b>Model:</b>     | SG53-3 Drop Deck     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 16                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Doonan Drop Deck TRL |
| <b>Serial #:</b>    | 1D9BG533XF1609684  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 17                 | <b>Year:</b>      | 2014                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDS5125EG057460   | <b>Model:</b>     | SDG51-2              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 18                 | <b>Year:</b>      | 2011                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Western Star         |
| <b>Serial #:</b>    | 2WKLDD2G01K969415  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 19                 | <b>Year:</b>      | 2000                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Freightliner         |
| <b>Serial #:</b>    | 1FUYYTWDBXYGH70821 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 20                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG22N331821  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 21                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG12N331826  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 22                 | <b>Year:</b>      | 2003                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4NC96GH53N347316 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 23                 | <b>Year:</b>      | 2005                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4NC9GH35N393021  | <b>Model:</b>     | VNL64T670            |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |               |
|---------------------|-------------------|-------------------|---------------|
| <b>Item #:</b>      | 24                | <b>Year:</b>      | 2005          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Freightliner  |
| <b>Serial #:</b>    | 1FUJA6CVX5LV13511 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 25                | <b>Year:</b>      | 2008          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Utility       |
| <b>Serial #:</b>    | 1UYVS25318U322912 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 26                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR04J016134 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 27                | <b>Year:</b>      | 1999          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4VG7DAGF2XN788979 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 28                | <b>Year:</b>      | 2014          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDPF5337EL057313 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 29                | <b>Year:</b>      | 2002          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4V4MC9GG22N331768 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 30                | <b>Year:</b>      | 2013          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDS4826DG055621  | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 31                | <b>Year:</b>      | 2007          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth      |
| <b>Serial #:</b>    | 1XKTDU8X47J203279 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 32                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR24J015454 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 33                | <b>Year:</b>      | 2001          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Freightliner  |
| <b>Serial #:</b>    | 1FUJA6CG01LH58042 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 34                | <b>Year:</b>      | 1996          |



## Saskatchewan Personal Property Registry Search Result

**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDXYB6TP718257  
**Override:** No

**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 35  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDEDB6XLB25170  
**Override:** No

**Year:** 1999  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 36  
**Serial Type:** Motor Vehicle  
**Serial #:** 2FUY3MDB0WA889501  
**Override:** No

**Year:** 1998  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 37  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUJA6CK75LV03511  
**Override:** No

**Year:** 2005  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 38  
**Serial Type:** Motor Vehicle  
**Serial #:** 1HSHXAHR94J093454  
**Override:** No

**Year:** 2004  
**Make/Desc:** International  
**Model:**  
**Color:**

**Item #:** 39  
**Serial Type:** Motor Vehicle  
**Serial #:** 2LDS48289G049648  
**Override:** No

**Year:** 2009  
**Make/Desc:** Lode King  
**Model:**  
**Color:**

**Item #:** 40  
**Serial Type:** Motor Vehicle  
**Serial #:** 1XPHDP9X2C147335  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Peterbilt  
**Model:** 386  
**Color:**

**Item #:** 41  
**Serial Type:** Trailer  
**Serial #:** 2LDS5332FG060534  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** SDG53-3 Drop Deck Trailer  
**Color:**

**Item #:** 42  
**Serial Type:** Trailer  
**Serial #:** 13N648206E3560889  
**Override:** No

**Year:** 2014  
**Make/Desc:** Fontaine Renegade  
**Model:** LXT40  
**Color:**

**Item #:** 43  
**Serial Type:** Trailer  
**Serial #:** 13NM0410SE35P0715  
**Override:** No

**Year:** 2014  
**Make/Desc:** Fontaine Rear Dolly  
**Model:**  
**Color:**

**Item #:** 44  
**Serial Type:** Motor Vehicle  
**Serial #:** 1XKADB8X47J093880

**Year:** 2007  
**Make/Desc:** Kenworth  
**Model:** T600 Hwy Trac



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |                         |
|---------------------|-------------------|-------------------|-------------------------|
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 45                | <b>Year:</b>      | 2007                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth                |
| <b>Serial #:</b>    | 1XKADB8X67J093637 | <b>Model:</b>     | T600 Hwy Trac           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 46                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5337G1608322 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 47                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5339G1608323 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 48                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609324 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 49                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609325 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 50                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609326 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 51                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609685 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 52                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609686 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 53                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609687 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 54                | <b>Year:</b>      | 2013                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King               |
| <b>Serial #:</b>    | 2LDS5320DG055627  | <b>Model:</b>     | SDG53-2                 |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |





## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                              |
|---------------------|--------------------|-------------------|------------------------------|
| <b>Item #:</b>      | 55                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055001   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 56                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055002   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 57                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057462  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 58                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057463  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 59                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606760 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 60                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606761 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 61                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609228  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 62                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609229  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 63                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609230  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 64                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609231  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 65                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |



## Saskatchewan Personal Property Registry Search Result

**Serial #:** 1D9BG5334G1609232  
**Override:** No

**Model:**  
**Color:**

### General Property

Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly from any dealings with the general collateral described above or proceeds therefrom.

### History - Setup

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 25-Sep-2020 11:25:36

**Registration #:** 302085450  
**Transaction #:** 1  
**Expiry Date:** 24-Sep-2025

**Event Type:** Setup  
**Transaction Reason:** Regular

### Notations

**Trust Indenture:** No

### Registrant

|                     |                                    |                 |                      |
|---------------------|------------------------------------|-----------------|----------------------|
| <b>Party ID:</b>    | 153171375-1                        | <b>Address:</b> | 1200, 10123 99 St NW |
| <b>Entity Type:</b> | Business                           |                 | Edmonton, Alberta    |
| <b>Name:</b>        | ELDOR-WAL REGISTRATION (1987) LTD. |                 | T5J3H1               |
|                     |                                    |                 | Canada               |

### Secured Party

|                     |                           |                 |                                     |
|---------------------|---------------------------|-----------------|-------------------------------------|
| <b>Item #:</b>      | 1                         | <b>Address:</b> | 201 Portage Avenue, Concourse Level |
| <b>Party ID:</b>    | 153541213-1               |                 | Winnipeg, Manitoba                  |
| <b>Entity Type:</b> | Business                  |                 | R3B3K6                              |
| <b>Name:</b>        | The Toronto Dominion Bank |                 | Canada                              |

### Debtor Party

|                     |                          |                 |                                |
|---------------------|--------------------------|-----------------|--------------------------------|
| <b>Item #:</b>      | 1                        | <b>Address:</b> | Unit A-1870 King Edward Street |
| <b>Party ID:</b>    | 153541214-1              |                 | Winnipeg, Manitoba             |
| <b>Entity Type:</b> | Business                 |                 | R2R0Z9                         |
| <b>Name:</b>        | Kings Cargo Express Ltd. |                 | Canada                         |
| <b>Item #:</b>      | 2                        | <b>Address:</b> | Unit B-1870 King Edward Street |
| <b>Party ID:</b>    | 153541215-1              |                 | Winnipeg, Manitoba             |
| <b>Entity Type:</b> | Business                 |                 | R2R0Z9                         |
| <b>Name:</b>        | Canada Cargo Lines Ltd.  |                 | Canada                         |

### Serial Property

|                     |                   |                   |  |
|---------------------|-------------------|-------------------|--|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2015   |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King  |
| <b>Serial #:</b>    | 2LDS5339FGH060532 | <b>Model:</b>     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| <b>Override:</b>    | No                | <b>Color:</b>     |  |



## Saskatchewan Personal Property Registry Search Result

**Item #:** 2  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5330FGH060533  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer  
**Color:**

**Item #:** 3  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5330GG061148  
**Override:** No

**Year:** 2016  
**Make/Desc:** Lode king  
**Model:** Low Pro Combo Step Deck  
**Color:**

**Item #:** 4  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5339GG061147  
**Override:** No

**Year:** 2016  
**Make/Desc:** Lode king  
**Model:** Low Pro Combo Step Deck  
**Color:**

**Item #:** 5  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EH8EN163221  
**Override:** No

**Year:** 2014  
**Make/Desc:** Volvo  
**Model:** VNL64T670 HWY  
**Color:**

**Item #:** 6  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EJ3CN556589  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** VNL670 Tractor  
**Color:**

**Item #:** 7  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FTEW1E57JFC34780  
**Override:** No

**Year:** 2013  
**Make/Desc:** Ford F150  
**Model:**  
**Color:**

**Item #:** 8  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4N9EJ3CN554589  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** VNL64T 670  
**Color:**

**Item #:** 9  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EG2CN548617  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** Day Cab Tractor  
**Color:**

**Item #:** 10  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EGXCN548607  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** Day Cab Tractor  
**Color:**

**Item #:** 11  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5331EH057770  
**Override:** No

**Year:** 2014  
**Make/Desc:** Lode King  
**Model:** 53ft Triaxle Drop Deck  
**Color:**

**Item #:** 12  
**Serial Type:** Trailer

**Year:** 2008  
**Make/Desc:** Lode King



## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                      |
|---------------------|--------------------|-------------------|----------------------|
| <b>Serial #:</b>    | 2LDSD53288G047832  | <b>Model:</b>     | Tan Drop Deck        |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 13                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Carrier X4           |
| <b>Serial #:</b>    | RAK91418863        | <b>Model:</b>     | 7300 Reefer Unit     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 14                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDSD5339FG060532  | <b>Model:</b>     | SDG53-3 Drop Deck    |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 15                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDSD5330FG060533  | <b>Model:</b>     | SG53-3 Drop Deck     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 16                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Doonan Drop Deck TRL |
| <b>Serial #:</b>    | 1D9BG533XF1609684  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 17                 | <b>Year:</b>      | 2014                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDSD5125EG057460  | <b>Model:</b>     | SDG51-2              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 18                 | <b>Year:</b>      | 2011                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Western Star         |
| <b>Serial #:</b>    | 2WKLDD2G01K969415  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 19                 | <b>Year:</b>      | 2000                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Freightliner         |
| <b>Serial #:</b>    | 1FUYYTWDBXYGH70821 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 20                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG22N331821  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 21                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG12N331826  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 22                 | <b>Year:</b>      | 2003                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4NC96GH53N347316 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |               |
|---------------------|-------------------|-------------------|---------------|
| <b>Item #:</b>      | 23                | <b>Year:</b>      | 2005          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4V4NC9GH35N393021 | <b>Model:</b>     | VNL64T670     |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 24                | <b>Year:</b>      | 2005          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Freightliner  |
| <b>Serial #:</b>    | 1FUJA6CVX5LV13511 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 25                | <b>Year:</b>      | 2008          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Utility       |
| <b>Serial #:</b>    | 1UYVS25318U322912 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 26                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR04J016134 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 27                | <b>Year:</b>      | 1999          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4VG7DAGF2XN788979 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 28                | <b>Year:</b>      | 2014          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDPF5337EL057313 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 29                | <b>Year:</b>      | 2002          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4V4MC9GG22N331768 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 30                | <b>Year:</b>      | 2013          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDSD4826DG055621 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 31                | <b>Year:</b>      | 2007          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth      |
| <b>Serial #:</b>    | 1XKTDU8X47J203279 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 32                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR24J015454 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 33                | <b>Year:</b>      | 2001          |



## Saskatchewan Personal Property Registry Search Result

**Serial Type:** Motor Vehicle  
**Serial #:** 1FUJA6CG01LH58042  
**Override:** No

**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 34  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDXYB6TP718257  
**Override:** No

**Year:** 1996  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 35  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDEDB6XLB25170  
**Override:** No

**Year:** 1999  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 36  
**Serial Type:** Motor Vehicle  
**Serial #:** 2FUY3MDB0WA889501  
**Override:** No

**Year:** 1998  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 37  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUJA6CK75LV03511  
**Override:** No

**Year:** 2005  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 38  
**Serial Type:** Motor Vehicle  
**Serial #:** 1HSHXahr94J093454  
**Override:** No

**Year:** 2004  
**Make/Desc:** International  
**Model:**  
**Color:**

**Item #:** 39  
**Serial Type:** Motor Vehicle  
**Serial #:** 2LDSD48289G049648  
**Override:** No

**Year:** 2009  
**Make/Desc:** Lode King  
**Model:**  
**Color:**

**Item #:** 40  
**Serial Type:** Motor Vehicle  
**Serial #:** 1XPHDP9X2C147335  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Peterbilt  
**Model:** 386  
**Color:**

**Item #:** 41  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5332FG060534  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** SDG53-3 Drop Deck Trailer  
**Color:**

**Item #:** 42  
**Serial Type:** Trailer  
**Serial #:** 13N648206E3560889  
**Override:** No

**Year:** 2014  
**Make/Desc:** Fontaine Renegade  
**Model:** LXT40  
**Color:**

**Item #:** 43  
**Serial Type:** Trailer  
**Serial #:** 13NM0410SE35P0715

**Year:** 2014  
**Make/Desc:** Fontaine Rear Dolly  
**Model:**



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |                         |
|---------------------|-------------------|-------------------|-------------------------|
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 44                | <b>Year:</b>      | 2007                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth                |
| <b>Serial #:</b>    | 1XKADB8X47J093880 | <b>Model:</b>     | T600 Hwy Trac           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 45                | <b>Year:</b>      | 2007                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth                |
| <b>Serial #:</b>    | 1XKADB8X67J093637 | <b>Model:</b>     | T600 Hwy Trac           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 46                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5337G1608322 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 47                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5339G1608323 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 48                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609324 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 49                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609325 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 50                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609326 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 51                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609685 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 52                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609686 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 53                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609687 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |



## Saskatchewan Personal Property Registry Search Result

**Item #:** 54  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5320DG055627  
**Override:** No

**Year:** 2013  
**Make/Desc:** Lode King  
**Model:** SDG53-2  
**Color:**

**Item #:** 55  
**Serial Type:** Trailer  
**Serial #:** 2LDPF533DL055001  
**Override:** No

**Year:** 2013  
**Make/Desc:** Lode King  
**Model:** PFL53-3  
**Color:**

**Item #:** 56  
**Serial Type:** Trailer  
**Serial #:** 2LDPF533DL055002  
**Override:** No

**Year:** 2013  
**Make/Desc:** Lode King  
**Model:** PFL53-3  
**Color:**

**Item #:** 57  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5129EG057462  
**Override:** No

**Year:** 2014  
**Make/Desc:** Lode King  
**Model:** SDG51-2  
**Color:**

**Item #:** 58  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5129EG057463  
**Override:** No

**Year:** 2014  
**Make/Desc:** Lode King  
**Model:** SDG51-2  
**Color:**

**Item #:** 59  
**Serial Type:** Trailer  
**Serial #:** 2LDPF5331FL0606760  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** PFL53-3 Flatdeck Trailer  
**Color:**

**Item #:** 60  
**Serial Type:** Trailer  
**Serial #:** 2LDPF5331FL0606761  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** PFL53-3 Flatdeck Trailer  
**Color:**

**Item #:** 61  
**Serial Type:** Trailer  
**Serial #:** 1D9BG5334G1609228  
**Override:** No

**Year:** 2016  
**Make/Desc:** Doonan Specialized Drop Deck  
**Model:**  
**Color:**

**Item #:** 62  
**Serial Type:** Trailer  
**Serial #:** 1D9BG5334G1609229  
**Override:** No

**Year:** 2016  
**Make/Desc:** Doonan Specialized Drop Deck  
**Model:**  
**Color:**

**Item #:** 63  
**Serial Type:** Trailer  
**Serial #:** 1D9BG5334G1609230  
**Override:** No

**Year:** 2016  
**Make/Desc:** Doonan Specialized Drop Deck  
**Model:**  
**Color:**

**Item #:** 64  
**Serial Type:** Trailer

**Year:** 2016  
**Make/Desc:** Doonan Specialized Drop Deck





## Saskatchewan Personal Property Registry Search Result

**Serial #:** 1D9BG5334G1609231  
**Override:** No  
  
**Item #:** 65  
**Serial Type:** Trailer  
**Serial #:** 1D9BG5334G1609232  
**Override:** No

**Model:**  
**Color:**  
  
**Year:** 2016  
**Make/Desc:** Doonan Specialized Drop Deck  
**Model:**  
**Color:**

### History - Amendment

**Amendment Date:** 28-Sep-2020 12:16:00

**Registration #:** 302085450

**Transaction #:** 2

**Event Type:** Amendment  
**Transaction Reason:** Regular

#### Registrant

|                     |                                    |                 |                      |
|---------------------|------------------------------------|-----------------|----------------------|
| <b>Party ID:</b>    | 153171375-1                        | <b>Address:</b> | 1200, 10123 99 St NW |
| <b>Entity Type:</b> | Business                           |                 | Edmonton, Alberta    |
| <b>Name:</b>        | ELDOR-WAL REGISTRATION (1987) LTD. |                 | T5J3H1               |
|                     |                                    |                 | Canada               |

#### Debtor Party

|                     |                       |                 |                    |
|---------------------|-----------------------|-----------------|--------------------|
| <b>Action:</b>      | Add                   | <b>Address:</b> | 26 Sava Way        |
| <b>Item #:</b>      | 3                     |                 | Winnipeg, Manitoba |
| <b>Party ID:</b>    | 153542246-1           |                 | R2P0G6             |
| <b>Entity Type:</b> | Business              |                 | Canada             |
| <b>Name:</b>        | Lavish Transport Ltd. |                 |                    |

#### General Property

Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly from any dealings with the general collateral described above or proceeds therefrom.

---

End of Search Result



## Saskatchewan Personal Property Registry Search Result

**Searching Party:** ELDOR-WAL REGISTRATION (1987) LTD.  
**Search Date:** 28-Sep-2020 14:19:52

**Search Type:** Standard

**Search #:** 203390193  
**Client Reference:** LAVISH TRANSPORT LTD

**Control #:**

**Search Criteria**

**Search By:** Business Debtor Name

**Business Name**

LAVISH TRANSPORT LTD.

---

The following list displays all matches & indicates the ones that were selected.

1 Registration(s) Found: Exacts (1) - Similar (0)

| Selected | Match | Reg #     | Registration Type                       | Debtor Name           | City     | Enforcement<br>Instruction<br>Reg # |
|----------|-------|-----------|---|-----------------------|----------|-------------------------------------|
| Yes      | Exact | 302085450 | Personal Property<br>Security Agreement | Lavish Transport Ltd. | Winnipeg | N/A                                 |



# Saskatchewan Personal Property Registry Search Result

## Current - Exact

Registration Type: Personal Property Security Agreement

Registration Date: 25-Sep-2020 11:25:36

Registration #: 302085450

Expiry Date: 24-Sep-2025

Event Type: Amendment

Transaction Reason: Regular

### Notations

Trust Indenture: No

### Registrant

|              |                                    |          |                      |
|--------------|------------------------------------|----------|----------------------|
| Party ID:    | 153171375-1                        | Address: | 1200, 10123 99 St NW |
| Entity Type: | Business                           |          | Edmonton, Alberta    |
| Name:        | ELDOR-WAL REGISTRATION (1987) LTD. |          | T5J3H1<br>Canada     |

### Secured Party

|              |                           |          |                                     |
|--------------|---------------------------|----------|-------------------------------------|
| Item #:      | 1                         | Address: | 201 Portage Avenue, Concourse Level |
| Party ID:    | 153541213-1               |          | Winnipeg, Manitoba                  |
| Entity Type: | Business                  |          | R3B3K6                              |
| Name:        | The Toronto Dominion Bank |          | Canada                              |

### Debtor Party

|              |                          |          |                                |
|--------------|--------------------------|----------|--------------------------------|
| Item #:      | 1                        | Address: | Unit A-1870 King Edward Street |
| Party ID:    | 153541214-1              |          | Winnipeg, Manitoba             |
| Entity Type: | Business                 |          | R2R0Z9                         |
| Name:        | Kings Cargo Express Ltd. |          | Canada                         |
| Item #:      | 2                        | Address: | Unit B-1870 King Edward Street |
| Party ID:    | 153541215-1              |          | Winnipeg, Manitoba             |
| Entity Type: | Business                 |          | R2R0Z9                         |
| Name:        | Canada Cargo Lines Ltd.  |          | Canada                         |
| * Item #:    | 3                        | Address: | 26 Sava Way                    |
| Party ID:    | 153542246-1              |          | Winnipeg, Manitoba             |
| Entity Type: | Business                 |          | R2P0G6                         |
| Name:        | Lavish Transport Ltd.    |          | Canada                         |

### Serial Property

|              |                   |            |  |
|--------------|-------------------|------------|--|
| Item #:      | 1                 | Year:      | 2015   |
| Serial Type: | Trailer           | Make/Desc: | Lode King  |
| Serial #:    | 2LDS5339FGH060532 | Model:     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| Override:    | No                | Color:     |  |
| Item #:      | 2                 | Year:      | 2015   |
| Serial Type: | Trailer           | Make/Desc: | Lode King  |
| Serial #:    | 2LDS5330FGH060533 | Model:     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| Override:    | No                | Color:     |  |



## Saskatchewan Personal Property Registry Search Result

**Item #:** 3  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5330GG061148  
**Override:** No

**Year:** 2016  
**Make/Desc:** Lode king  
**Model:** Low Pro Combo Step Deck  
**Color:**

**Item #:** 4  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5339GG061147  
**Override:** No

**Year:** 2016  
**Make/Desc:** Lode king  
**Model:** Low Pro Combo Step Deck  
**Color:**

**Item #:** 5  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EH8EN163221  
**Override:** No

**Year:** 2014  
**Make/Desc:** Volvo  
**Model:** VNL64T670 HWY  
**Color:**

**Item #:** 6  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EJ3CN556589  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** VNL670 Tractor  
**Color:**

**Item #:** 7  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FTEW1E57JFC34780  
**Override:** No

**Year:** 2013  
**Make/Desc:** Ford F150  
**Model:**  
**Color:**

**Item #:** 8  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4N9EJ3CN554589  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** VNL64T 670  
**Color:**

**Item #:** 9  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EG2CN548617  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** Day Cab Tractor  
**Color:**

**Item #:** 10  
**Serial Type:** Motor Vehicle  
**Serial #:** 4V4NC9EGXCN548607  
**Override:** No

**Year:** 2012  
**Make/Desc:** Volvo  
**Model:** Day Cab Tractor  
**Color:**

**Item #:** 11  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5331EH057770  
**Override:** No

**Year:** 2014  
**Make/Desc:** Lode King  
**Model:** 53ft Triaxle Drop Deck  
**Color:**

**Item #:** 12  
**Serial Type:** Trailer  
**Serial #:** 2LDSD53288G047832  
**Override:** No

**Year:** 2008  
**Make/Desc:** Lode King  
**Model:** Tan Drop Deck  
**Color:**

**Item #:** 13  
**Serial Type:** Trailer

**Year:** 2015  
**Make/Desc:** Carrier X4



## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                      |
|---------------------|--------------------|-------------------|----------------------|
| <b>Serial #:</b>    | RAK91418863        | <b>Model:</b>     | 7300 Reefer Unit     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 14                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDS5339FG060532   | <b>Model:</b>     | SDG53-3 Drop Deck    |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 15                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDS5330FG060533   | <b>Model:</b>     | SG53-3 Drop Deck     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 16                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Doonan Drop Deck TRL |
| <b>Serial #:</b>    | 1D9BG53XF1609684   | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 17                 | <b>Year:</b>      | 2014                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDS5125EG057460   | <b>Model:</b>     | SDG51-2              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 18                 | <b>Year:</b>      | 2011                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Western Star         |
| <b>Serial #:</b>    | 2WKLDD2G01K969415  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 19                 | <b>Year:</b>      | 2000                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Freightliner         |
| <b>Serial #:</b>    | 1FUYYTWDBXYGH70821 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 20                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG22N331821  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 21                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG12N331826  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 22                 | <b>Year:</b>      | 2003                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4NC96GH53N347316 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 23                 | <b>Year:</b>      | 2005                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4NC9GH35N393021  | <b>Model:</b>     | VNL64T670            |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |               |
|---------------------|-------------------|-------------------|---------------|
| <b>Item #:</b>      | 24                | <b>Year:</b>      | 2005          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Freightliner  |
| <b>Serial #:</b>    | 1FUJA6CVX5LV13511 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 25                | <b>Year:</b>      | 2008          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Utility       |
| <b>Serial #:</b>    | 1UYVS25318U322912 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 26                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR04J016134 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 27                | <b>Year:</b>      | 1999          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4VG7DAGF2XN788979 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 28                | <b>Year:</b>      | 2014          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDPF5337EL057313 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 29                | <b>Year:</b>      | 2002          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4V4MC9GG22N331768 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 30                | <b>Year:</b>      | 2013          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDS4826DG055621  | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 31                | <b>Year:</b>      | 2007          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth      |
| <b>Serial #:</b>    | 1XKTDU8X47J203279 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 32                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR24J015454 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 33                | <b>Year:</b>      | 2001          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Freightliner  |
| <b>Serial #:</b>    | 1FUJA6CG01LH58042 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 34                | <b>Year:</b>      | 1996          |



## Saskatchewan Personal Property Registry Search Result

**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDXYB6TP718257  
**Override:** No

**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 35  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDEDB6XLB25170  
**Override:** No

**Year:** 1999  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 36  
**Serial Type:** Motor Vehicle  
**Serial #:** 2FUY3MDB0WA889501  
**Override:** No

**Year:** 1998  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 37  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUJA6CK75LV03511  
**Override:** No

**Year:** 2005  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 38  
**Serial Type:** Motor Vehicle  
**Serial #:** 1HSHXAHR94J093454  
**Override:** No

**Year:** 2004  
**Make/Desc:** International  
**Model:**  
**Color:**

**Item #:** 39  
**Serial Type:** Motor Vehicle  
**Serial #:** 2LDSD48289G049648  
**Override:** No

**Year:** 2009  
**Make/Desc:** Lode King  
**Model:**  
**Color:**

**Item #:** 40  
**Serial Type:** Motor Vehicle  
**Serial #:** 1XPHDP9X2C147335  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Peterbilt  
**Model:** 386  
**Color:**

**Item #:** 41  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5332FG060534  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** SDG53-3 Drop Deck Trailer  
**Color:**

**Item #:** 42  
**Serial Type:** Trailer  
**Serial #:** 13N648206E3560889  
**Override:** No

**Year:** 2014  
**Make/Desc:** Fontaine Renegade  
**Model:** LXT40  
**Color:**

**Item #:** 43  
**Serial Type:** Trailer  
**Serial #:** 13NM0410SE35P0715  
**Override:** No

**Year:** 2014  
**Make/Desc:** Fontaine Rear Dolly  
**Model:**  
**Color:**

**Item #:** 44  
**Serial Type:** Motor Vehicle  
**Serial #:** 1XKADB8X47J093880

**Year:** 2007  
**Make/Desc:** Kenworth  
**Model:** T600 Hwy Trac



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |                         |
|---------------------|-------------------|-------------------|-------------------------|
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 45                | <b>Year:</b>      | 2007                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth                |
| <b>Serial #:</b>    | 1XKADB8X67J093637 | <b>Model:</b>     | T600 Hwy Trac           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 46                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5337G1608322 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 47                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5339G1608323 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 48                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609324 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 49                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609325 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 50                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609326 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 51                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609685 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 52                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609686 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 53                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609687 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 54                | <b>Year:</b>      | 2013                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King               |
| <b>Serial #:</b>    | 2LDS5320DG055627  | <b>Model:</b>     | SDG53-2                 |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |





## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                              |
|---------------------|--------------------|-------------------|------------------------------|
| <b>Item #:</b>      | 55                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055001   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 56                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055002   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 57                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057462  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 58                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057463  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 59                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606760 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 60                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606761 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 61                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609228  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 62                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609229  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 63                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609230  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 64                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609231  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 65                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |



## Saskatchewan Personal Property Registry Search Result

**Serial #:** 1D9BG5334G1609232  
**Override:** No

**Model:**  
**Color:**

### General Property

Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly from any dealings with the general collateral described above or proceeds therefrom.

### History - Setup

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 25-Sep-2020 11:25:36

**Registration #:** 302085450  
**Transaction #:** 1  
**Expiry Date:** 24-Sep-2025

**Event Type:** Setup  
**Transaction Reason:** Regular

### Notations

**Trust Indenture:** No

### Registrant

|                     |                                    |                 |                      |
|---------------------|------------------------------------|-----------------|----------------------|
| <b>Party ID:</b>    | 153171375-1                        | <b>Address:</b> | 1200, 10123 99 St NW |
| <b>Entity Type:</b> | Business                           |                 | Edmonton, Alberta    |
| <b>Name:</b>        | ELDOR-WAL REGISTRATION (1987) LTD. |                 | T5J3H1               |
|                     |                                    |                 | Canada               |

### Secured Party

|                     |                           |                 |                                     |
|---------------------|---------------------------|-----------------|-------------------------------------|
| <b>Item #:</b>      | 1                         | <b>Address:</b> | 201 Portage Avenue, Concourse Level |
| <b>Party ID:</b>    | 153541213-1               |                 | Winnipeg, Manitoba                  |
| <b>Entity Type:</b> | Business                  |                 | R3B3K6                              |
| <b>Name:</b>        | The Toronto Dominion Bank |                 | Canada                              |

### Debtor Party

|                     |                          |                 |                                |
|---------------------|--------------------------|-----------------|--------------------------------|
| <b>Item #:</b>      | 1                        | <b>Address:</b> | Unit A-1870 King Edward Street |
| <b>Party ID:</b>    | 153541214-1              |                 | Winnipeg, Manitoba             |
| <b>Entity Type:</b> | Business                 |                 | R2R0Z9                         |
| <b>Name:</b>        | Kings Cargo Express Ltd. |                 | Canada                         |
| <b>Item #:</b>      | 2                        | <b>Address:</b> | Unit B-1870 King Edward Street |
| <b>Party ID:</b>    | 153541215-1              |                 | Winnipeg, Manitoba             |
| <b>Entity Type:</b> | Business                 |                 | R2R0Z9                         |
| <b>Name:</b>        | Canada Cargo Lines Ltd.  |                 | Canada                         |

### Serial Property

|                     |                   |                   |  |
|---------------------|-------------------|-------------------|--|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2015   |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Lode King  |
| <b>Serial #:</b>    | 2LDS5339FGH060532 | <b>Model:</b>     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| <b>Override:</b>    | No                | <b>Color:</b>     |  |



## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |  |
|---------------------|--------------------|-------------------|--|
| <b>Item #:</b>      | 2                  | <b>Year:</b>      | 2015   |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King  |
| <b>Serial #:</b>    | 2LDSD5330FGH060533 | <b>Model:</b>     | SDG53-3 Aluminum/Steel Triaxle Drop Deck Trailer |
| <b>Override:</b>    | No                 | <b>Color:</b>     |  |
| <b>Item #:</b>      | 3                  | <b>Year:</b>      | 2016   |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode king  |
| <b>Serial #:</b>    | 2LDSD5330GG061148  | <b>Model:</b>     | Low Pro Combo Step Deck                          |
| <b>Override:</b>    | No                 | <b>Color:</b>     |  |
| <b>Item #:</b>      | 4                  | <b>Year:</b>      | 2016   |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode king  |
| <b>Serial #:</b>    | 2LDSD5339GG061147  | <b>Model:</b>     | Low Pro Combo Step Deck                          |
| <b>Override:</b>    | No                 | <b>Color:</b>     |  |
| <b>Item #:</b>      | 5                  | <b>Year:</b>      | 2014   |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo  |
| <b>Serial #:</b>    | 4V4NC9EH8EN163221  | <b>Model:</b>     | VNL64T670 HWY                                    |
| <b>Override:</b>    | No                 | <b>Color:</b>     |  |
| <b>Item #:</b>      | 6                  | <b>Year:</b>      | 2012   |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo  |
| <b>Serial #:</b>    | 4V4NC9EJ3CN556589  | <b>Model:</b>     | VNL670 Tractor                                   |
| <b>Override:</b>    | No                 | <b>Color:</b>     |  |
| <b>Item #:</b>      | 7                  | <b>Year:</b>      | 2013   |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Ford F150  |
| <b>Serial #:</b>    | 1FTEW1E57JFC34780  | <b>Model:</b>     |  |
| <b>Override:</b>    | No                 | <b>Color:</b>     |  |
| <b>Item #:</b>      | 8                  | <b>Year:</b>      | 2012   |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo  |
| <b>Serial #:</b>    | 4V4N9EJ3CN554589   | <b>Model:</b>     | VNL64T 670                                       |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |  |
| <b>Item #:</b>      | 9                  | <b>Year:</b>      | 2012   |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo  |
| <b>Serial #:</b>    | 4V4NC9EG2CN548617  | <b>Model:</b>     | Day Cab Tractor                                  |
| <b>Override:</b>    | No                 | <b>Color:</b>     |  |
| <b>Item #:</b>      | 10                 | <b>Year:</b>      | 2012   |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo  |
| <b>Serial #:</b>    | 4V4NC9EGXCN548607  | <b>Model:</b>     | Day Cab Tractor                                  |
| <b>Override:</b>    | No                 | <b>Color:</b>     |  |
| <b>Item #:</b>      | 11                 | <b>Year:</b>      | 2014   |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King  |
| <b>Serial #:</b>    | 2LDSD5331EH057770  | <b>Model:</b>     | 53ft Triaxle Drop Deck                           |
| <b>Override:</b>    | No                 | <b>Color:</b>     |  |
| <b>Item #:</b>      | 12                 | <b>Year:</b>      | 2008   |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King  |



## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                      |
|---------------------|--------------------|-------------------|----------------------|
| <b>Serial #:</b>    | 2LDSD53288G047832  | <b>Model:</b>     | Tan Drop Deck        |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 13                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Carrier X4           |
| <b>Serial #:</b>    | RAK91418863        | <b>Model:</b>     | 7300 Reefer Unit     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 14                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDSD5339FG060532  | <b>Model:</b>     | SDG53-3 Drop Deck    |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 15                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDSD5330FG060533  | <b>Model:</b>     | SG53-3 Drop Deck     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 16                 | <b>Year:</b>      | 2015                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Doonan Drop Deck TRL |
| <b>Serial #:</b>    | 1D9BG533XF1609684  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 17                 | <b>Year:</b>      | 2014                 |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King            |
| <b>Serial #:</b>    | 2LDSD5125EG057460  | <b>Model:</b>     | SDG51-2              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 18                 | <b>Year:</b>      | 2011                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Western Star         |
| <b>Serial #:</b>    | 2WKLDD2G01K969415  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 19                 | <b>Year:</b>      | 2000                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Freightliner         |
| <b>Serial #:</b>    | 1FUYYTWDBXYGH70821 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 20                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG22N331821  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 21                 | <b>Year:</b>      | 2002                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4MC9GG12N331826  | <b>Model:</b>     |                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                      |
| <b>Item #:</b>      | 22                 | <b>Year:</b>      | 2003                 |
| <b>Serial Type:</b> | Motor Vehicle      | <b>Make/Desc:</b> | Volvo                |
| <b>Serial #:</b>    | 4V4NC96GH53N347316 | <b>Model:</b>     |                      |
| <b>Override:</b>    | Yes                | <b>Color:</b>     |                      |



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |               |
|---------------------|-------------------|-------------------|---------------|
| <b>Item #:</b>      | 23                | <b>Year:</b>      | 2005          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4V4NC9GH35N393021 | <b>Model:</b>     | VNL64T670     |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 24                | <b>Year:</b>      | 2005          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Freightliner  |
| <b>Serial #:</b>    | 1FUJA6CVX5LV13511 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 25                | <b>Year:</b>      | 2008          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Utility       |
| <b>Serial #:</b>    | 1UYVS25318U322912 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 26                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR04J016134 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 27                | <b>Year:</b>      | 1999          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4VG7DAGF2XN788979 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 28                | <b>Year:</b>      | 2014          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDPF5337EL057313 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 29                | <b>Year:</b>      | 2002          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Volvo         |
| <b>Serial #:</b>    | 4V4MC9GG22N331768 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 30                | <b>Year:</b>      | 2013          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Lode King     |
| <b>Serial #:</b>    | 2LDSD4826DG055621 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 31                | <b>Year:</b>      | 2007          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth      |
| <b>Serial #:</b>    | 1XKTDU8X47J203279 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 32                | <b>Year:</b>      | 2004          |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | International |
| <b>Serial #:</b>    | 1HSHXAXR24J015454 | <b>Model:</b>     |               |
| <b>Override:</b>    | No                | <b>Color:</b>     |               |
| <b>Item #:</b>      | 33                | <b>Year:</b>      | 2001          |



## Saskatchewan Personal Property Registry Search Result

**Serial Type:** Motor Vehicle  
**Serial #:** 1FUJA6CG01LH58042  
**Override:** No

**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 34  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDXYB6TP718257  
**Override:** No

**Year:** 1996  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 35  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUYDEDB6XLB25170  
**Override:** No

**Year:** 1999  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 36  
**Serial Type:** Motor Vehicle  
**Serial #:** 2FUY3MDB0WA889501  
**Override:** No

**Year:** 1998  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 37  
**Serial Type:** Motor Vehicle  
**Serial #:** 1FUJA6CK75LV03511  
**Override:** No

**Year:** 2005  
**Make/Desc:** Freightliner  
**Model:**  
**Color:**

**Item #:** 38  
**Serial Type:** Motor Vehicle  
**Serial #:** 1HSHXahr94J093454  
**Override:** No

**Year:** 2004  
**Make/Desc:** International  
**Model:**  
**Color:**

**Item #:** 39  
**Serial Type:** Motor Vehicle  
**Serial #:** 2LDSD48289G049648  
**Override:** No

**Year:** 2009  
**Make/Desc:** Lode King  
**Model:**  
**Color:**

**Item #:** 40  
**Serial Type:** Motor Vehicle  
**Serial #:** 1XPHDP9X2C147335  
**Override:** Yes

**Year:** 2012  
**Make/Desc:** Peterbilt  
**Model:** 386  
**Color:**

**Item #:** 41  
**Serial Type:** Trailer  
**Serial #:** 2LDSD5332FG060534  
**Override:** No

**Year:** 2015  
**Make/Desc:** Lode King  
**Model:** SDG53-3 Drop Deck Trailer  
**Color:**

**Item #:** 42  
**Serial Type:** Trailer  
**Serial #:** 13N648206E3560889  
**Override:** No

**Year:** 2014  
**Make/Desc:** Fontaine Renegade  
**Model:** LXT40  
**Color:**

**Item #:** 43  
**Serial Type:** Trailer  
**Serial #:** 13NM0410SE35P0715

**Year:** 2014  
**Make/Desc:** Fontaine Rear Dolly  
**Model:**



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |                         |
|---------------------|-------------------|-------------------|-------------------------|
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 44                | <b>Year:</b>      | 2007                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth                |
| <b>Serial #:</b>    | 1XKADB8X47J093880 | <b>Model:</b>     | T600 Hwy Trac           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 45                | <b>Year:</b>      | 2007                    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Kenworth                |
| <b>Serial #:</b>    | 1XKADB8X67J093637 | <b>Model:</b>     | T600 Hwy Trac           |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 46                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5337G1608322 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 47                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5339G1608323 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 48                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609324 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 49                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609325 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 50                | <b>Year:</b>      | 2016                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Tridem Drop Deck |
| <b>Serial #:</b>    | 1D9BG5330G1609326 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 51                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609685 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 52                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609686 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |
| <b>Item #:</b>      | 53                | <b>Year:</b>      | 2015                    |
| <b>Serial Type:</b> | Trailer           | <b>Make/Desc:</b> | Doonan Drop Deck        |
| <b>Serial #:</b>    | 1D9BG5331F1609687 | <b>Model:</b>     |                         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                         |



## Saskatchewan Personal Property Registry Search Result

|                     |                    |                   |                              |
|---------------------|--------------------|-------------------|------------------------------|
| <b>Item #:</b>      | 54                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5320DG055627  | <b>Model:</b>     | SDG53-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 55                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055001   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 56                 | <b>Year:</b>      | 2013                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF533DL055002   | <b>Model:</b>     | PFL53-3                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 57                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057462  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 58                 | <b>Year:</b>      | 2014                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDSD5129EG057463  | <b>Model:</b>     | SDG51-2                      |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 59                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606760 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 60                 | <b>Year:</b>      | 2015                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Lode King                    |
| <b>Serial #:</b>    | 2LDPF5331FL0606761 | <b>Model:</b>     | PFL53-3 Flatdeck Trailer     |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 61                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609228  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 62                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609229  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 63                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |
| <b>Serial #:</b>    | 1D9BG5334G1609230  | <b>Model:</b>     |                              |
| <b>Override:</b>    | No                 | <b>Color:</b>     |                              |
| <b>Item #:</b>      | 64                 | <b>Year:</b>      | 2016                         |
| <b>Serial Type:</b> | Trailer            | <b>Make/Desc:</b> | Doonan Specialized Drop Deck |





## Saskatchewan Personal Property Registry Search Result

**Serial #:** 1D9BG5334G1609231  
**Override:** No  
  
**Item #:** 65  
**Serial Type:** Trailer  
**Serial #:** 1D9BG5334G1609232  
**Override:** No

**Model:**  
**Color:**  
  
**Year:** 2016  
**Make/Desc:** Doonan Specialized Drop Deck  
**Model:**  
**Color:**

### History - Amendment

**Amendment Date:** 28-Sep-2020 12:16:00

**Registration #:** 302085450

**Transaction #:** 2

**Event Type:** Amendment  
**Transaction Reason:** Regular

#### Registrant

|                     |                                    |                 |                      |
|---------------------|------------------------------------|-----------------|----------------------|
| <b>Party ID:</b>    | 153171375-1                        | <b>Address:</b> | 1200, 10123 99 St NW |
| <b>Entity Type:</b> | Business                           |                 | Edmonton, Alberta    |
| <b>Name:</b>        | ELDOR-WAL REGISTRATION (1987) LTD. |                 | T5J3H1               |
|                     |                                    |                 | Canada               |

#### Debtor Party

|                     |                       |                 |                    |
|---------------------|-----------------------|-----------------|--------------------|
| <b>Action:</b>      | Add                   | <b>Address:</b> | 26 Sava Way        |
| <b>Item #:</b>      | 3                     |                 | Winnipeg, Manitoba |
| <b>Party ID:</b>    | 153542246-1           |                 | R2P0G6             |
| <b>Entity Type:</b> | Business              |                 | Canada             |
| <b>Name:</b>        | Lavish Transport Ltd. |                 |                    |

#### General Property

Proceeds: all the of debtors' present and after acquired personal property including: accounts, cash, chattel paper, intangibles, goods, insurance proceeds, documents of title, instruments, investment property, motor vehicles and all other substitutions, trade-ins, renewals, alterations or proceeds of any type or kind whatsoever derived directly or indirectly from any dealings with the general collateral described above or proceeds therefrom.

End of Search Result

THIS IS EXHIBIT "13"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, appearing to be 'J. [unclear]', written over a horizontal line.

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

PSSME02                      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      09/28/2020  
CCCL369                      DISPLAY 1C REGISTRATION - SCREEN 1                      16:38:16  
ACCOUNT : 009233-0001                      FAMILY : 1 OF 2                      ENQUIRY PAGE : 1 OF 35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 702398106                      EXPIRY DATE : 16DEC 2020                      STATUS :  
01 CAUTION FILING :                      PAGE : 001 OF 2                      MV SCHEDULE ATTACHED :  
REG NUM : 20141216 1528 1793 1156 REG TYP: P                      PPSA                      REG PERIOD: 6  
02 IND DOB :                      IND NAME:  
03 BUS NAME: KINGS CARGO EXPRESS LTD.

OCN :

04 ADDRESS : 1870 KING EDWARD STREET  
CITY : WINNIPEG                      PROV: MB                      POSTAL CODE: R2R0G9  
05 IND DOB :                      IND NAME:  
06 BUS NAME: DTS TRUCKING, LTD.

OCN :

07 ADDRESS : 1870 KING EDWARD STREET  
CITY : WINNIPEG                      PROV: MB                      POSTAL CODE: R2R0G9  
08 SECURED PARTY/LIEN CLAIMANT :

L.A.K.E.S. LEASING CORPORATION

09 ADDRESS : 2158 ARMSTRONG STREET  
CITY : SUDBURY                      PROV: ON                      POSTAL CODE: P3E5G9  
CONS.                      MV                      DATE OF OR NO FIXED  
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10                      X                      X                      X                      X  
YEAR MAKE                      MODEL                      V.I.N.  
11 2015 DOONAN                      DROP DECK TRL                      1D9BG533XF1609684

12

GENERAL COLLATERAL DESCRIPTION

13 ALSO INCLUDES A GENERAL SECURITY AGREEMENT AGAINST ANY AND ALL  
14 EQUIPMENT AND RECEIVABLES OWNED BY THE LESSEE(S).

15

16 AGENT: L.A.K.E.S. LEASING CORPORATION

17 ADDRESS : 2158 ARMSTRONG STREET  
CITY : SUDBURY                      PROV: ON                      POSTAL CODE: P3E5G9

```

13
14
15
16 AGENT:
17 ADDRESS :
    CITY   :                PROV:                POSTAL CODE:

```

PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:38:23  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    3 OF   35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 001 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP: P   PPSA       REG PERIOD: 5  
02 IND DOB :                    IND NAME:  
03 BUS NAME: KINGS CARGO EXPRESS LTD.                    OCN :  
  
04 ADDRESS : UNIT A-1870 KING EDWARD STREET  
    CITY : WINNIPEG                    PROV: MB        POSTAL CODE: R2R0Z9  
05 IND DOB :                    IND NAME:  
06 BUS NAME: CANADA CARGO LINES LTD.                    OCN :  
  
07 ADDRESS : UNIT A-1870 KING EDWARD STREET  
    CITY : WINNIPEG                    PROV: MB        POSTAL CODE: R2R0Z9  
08 SECURED PARTY/LIEN CLAIMANT :  
    THE TORONTO DOMINION BANK  
09 ADDRESS : 201 PORTAGE AVENUE, CONCOURSE LEVEL  
    CITY : WINNIPEG                    PROV: MB        POSTAL CODE: R3B3K6  
CONS.                    MV                    DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP   ACCTS   OTHER   INCL        AMOUNT        MATURITY        MAT DATE  
10        X        X                    X  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 LODE KING                    SDG53-3 TRIAXLE        2LDSD5339FGH060532  
12 2015 LODE KING                    SDG53-3 TRIAXLE        2LDSD5330FGH060533  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT: ELDOR-WAL REGISTRATIONS LTD.  
17 ADDRESS : 1200, 10123 99 ST NW  
    CITY : EDMONTON                    PROV: AB        POSTAL CODE: T5J3H1

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|    |                                |                         |               |            |                        |                   |
|----|--------------------------------|-------------------------|---------------|------------|------------------------|-------------------|
| 00 | FILE NUMBER :                  | 766146681               | EXPIRY DATE : | 25SEP 2025 | STATUS :               |                   |
| 01 | CAUTION FILING :               |                         | PAGE :        | 002 OF 33  | MV SCHEDULE ATTACHED : |                   |
|    | REG NUM :                      | 20200925 1925 1793 8507 | REG TYP:      |            | REG PERIOD:            |                   |
| 02 | IND DOB :                      |                         | IND NAME:     |            |                        |                   |
| 03 | BUS NAME:                      |                         |               |            |                        |                   |
|    |                                |                         |               |            | OCN :                  |                   |
| 04 | ADDRESS :                      |                         |               |            |                        |                   |
|    | CITY :                         |                         | PROV:         |            | POSTAL CODE:           |                   |
| 05 | IND DOB :                      |                         | IND NAME:     |            |                        |                   |
| 06 | BUS NAME:                      |                         |               |            |                        |                   |
|    |                                |                         |               |            | OCN :                  |                   |
| 07 | ADDRESS :                      |                         |               |            |                        |                   |
|    | CITY :                         |                         | PROV:         |            | POSTAL CODE:           |                   |
| 08 | SECURED PARTY/LIEN CLAIMANT :  |                         |               |            |                        |                   |
| 09 | ADDRESS :                      |                         |               |            |                        |                   |
|    | CITY :                         |                         | PROV:         |            | POSTAL CODE:           |                   |
|    | CONS.                          |                         | MV            |            | DATE OF                | OR NO FIXED       |
|    | GOODS INVTRY. EQUIP            | ACCTS                   | OTHER         | INCL       | AMOUNT                 | MATURITY MAT DATE |
| 10 | YEAR MAKE                      |                         | MODEL         |            | V.I.N.                 |                   |
| 11 | 2016 LODE KING                 |                         | LOW PRO COMBO |            | 2LDSD5330GG061148      |                   |
| 12 | 2016 LODE KING                 |                         | LOW PRO COMBO |            | 2LDSD5339GG061147      |                   |
|    | GENERAL COLLATERAL DESCRIPTION |                         |               |            |                        |                   |
| 13 |                                |                         |               |            |                        |                   |
| 14 |                                |                         |               |            |                        |                   |
| 15 |                                |                         |               |            |                        |                   |
| 16 | AGENT:                         |                         |               |            |                        |                   |
| 17 | ADDRESS :                      |                         |               |            |                        |                   |
|    | CITY :                         |                         | PROV:         |            | POSTAL CODE:           |                   |

PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:38:30  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    5 OF   35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 003 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP   ACCTS   OTHER   INCL    AMOUNT    MATURITY    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2014 VOLVO                    VNL64T670 HWY                    4V4NC9EH8EN163221  
12 2012 VOLVO                    VNL670 TRACTOR                    4V4NC9EJ3CN556589  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:38:35  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    6 OF   35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 004 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP   ACCTS   OTHER   INCL    AMOUNT    MATURITY    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2013 FORD                    F150                    1FTEW1E57JFC34780  
12 2012 VOLVO                    VNL64T 670                    4V4N9EJ3CN554589  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:38:41  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    7 OF   35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 005 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP   ACCTS   OTHER   INCL        AMOUNT        MATURITY        MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2012 VOLVO                    DAY CAB TRACTOR                    4V4NC9EG2CN548617  
12 2012 VOLVO                    DAY CAB TRACTOR                    4V4NC9EGXCN548607  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:38:44  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    8 OF 35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 006 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL            AMOUNT            MATURITY        MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2014 LODE KING                    53FT TRIAXLE DROP                    2LDSD5331EH057770  
12 2008 LODE KING                    TAN DROP DECK                    2LDSD53288G047832  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:38:48  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    9 OF 35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 007 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 CARRIER                    X4 7300 REEFER UNIT RAK91418863  
12 2015 LODE KING                    SDG53-3 DROP DECK                    2LDS5339FG060532  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:38:51  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    10 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 008 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 LODE KING                    SG53-3 DROP DECK                    2LDSD5330FG060533  
12 2015 DOONAN                    DROP DECK TRL                    1D9BG533XF1609684  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:38:54  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    11 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 009 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2014 LODE KING                    SDG51-2                    2LDSD5125EG057460  
12 2011 WESTERN                    STAR                    2WKLDD2G01K969415  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:38:57  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    12 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 010 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2000 FREIGHTLINER                    1FUYYTWDBXYGH70821  
12 2002 VOLVO                    4V4MC9GG22N331821  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:00  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    13 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 011 OF 33                    MV SCHEDULE ATTACHED :  
   REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
   CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
   CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
   CITY :                    MV                    DATE OF OR NO FIXED  
   CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
   YEAR MAKE                    MODEL                    V.I.N.  
11 2002 VOLVO                    4V4MC9GG12N331826  
12 2003 VOLVO                    4V4NC96GH53N347316  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
   CITY :  
  

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:03  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    14 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 012 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 2005 VOLVO                    VNL64T670                    4V4NC9GH35N393021  
12 2005 FREIGHTLINER                    1FUJA6CVX5LV13511  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:07  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    15 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 013 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT           MATURITY       MAT DATE  
10                    YEAR MAKE                    MODEL                    V.I.N.  
11 2008 UTILITY                    1UYVS25318U322912  
12 2004 INTERNATIONAL                    1SHXAXR04J016134  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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16 AGENT:
17 ADDRESS :
    CITY   :                PROV:                POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:14  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    17 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 015 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 2002 VOLVO                    4V4MC9GG22N331768  
12 2013 LODE KING                    2LDSD4826DG055621  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:17  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    18 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 016 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 2007 KENWORTH                    1XKTDU8X47J203279  
12 2004 INTERNATIONAL                    1SHXAXR24J015454  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:20  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    19 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 017 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2001 FREIGHTLINER                    1FUJA6CG01LH58042  
12 1996 FREIGHTLINER                    1FUYDXYB6TP718257  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
  

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:23  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    20 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 018 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 1999 FREIGHTLINER                    1FUYDEDB6XLB25170  
12 1998 FREIGHTLINER                    2FUY3MDB0WA889501  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:26  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    21 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 019 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 2005 FREIGHTLINER                    1FUJA6CK75LV03511  
12 2004 INTERNATIONAL                    1SHXAXHR94J093454  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:29  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    22 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 020 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10      YEAR MAKE                    MODEL                    V.I.N.  
11 2009 LODE KING                    2LDSD48289G049648  
12 2012 PETERBILT                    386                    1XPHDP9X2C147335  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:32  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    23 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 021 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 LODE KING                    SDG53-3 DROP DECK                    2LDSD5332FG060534  
12 2014 FONTAINE RENEGADE                    LXT40                    13N648206E3560889  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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|    |                                |                         |               |            |                        |                   |
|----|--------------------------------|-------------------------|---------------|------------|------------------------|-------------------|
| 00 | FILE NUMBER :                  | 766146681               | EXPIRY DATE : | 25SEP 2025 | STATUS :               |                   |
| 01 | CAUTION FILING :               |                         | PAGE :        | 022 OF 33  | MV SCHEDULE ATTACHED : |                   |
|    | REG NUM :                      | 20200925 1925 1793 8507 | REG TYP:      |            | REG PERIOD:            |                   |
| 02 | IND DOB :                      |                         | IND NAME:     |            |                        |                   |
| 03 | BUS NAME:                      |                         |               |            |                        |                   |
|    |                                |                         |               |            | OCN :                  |                   |
| 04 | ADDRESS :                      |                         |               |            |                        |                   |
|    | CITY :                         |                         | PROV:         |            | POSTAL CODE:           |                   |
| 05 | IND DOB :                      |                         | IND NAME:     |            |                        |                   |
| 06 | BUS NAME:                      |                         |               |            |                        |                   |
|    |                                |                         |               |            | OCN :                  |                   |
| 07 | ADDRESS :                      |                         |               |            |                        |                   |
|    | CITY :                         |                         | PROV:         |            | POSTAL CODE:           |                   |
| 08 | SECURED PARTY/LIEN CLAIMANT :  |                         |               |            |                        |                   |
| 09 | ADDRESS :                      |                         |               |            |                        |                   |
|    | CITY :                         |                         | PROV:         |            | POSTAL CODE:           |                   |
|    | CONS.                          |                         | MV            |            | DATE OF                | OR NO FIXED       |
|    | GOODS INVTRY. EQUIP            | ACCTS                   | OTHER         | INCL       | AMOUNT                 | MATURITY MAT DATE |
| 10 | YEAR MAKE                      |                         | MODEL         |            | V.I.N.                 |                   |
| 11 | 2014 FONTAINE                  |                         | REAR DOLLY    |            | 13NM0410SE35P0715      |                   |
| 12 | 2007 KENWORTH                  |                         | T600 HWY TRAC |            | 1XKADB8X47J093880      |                   |
|    | GENERAL COLLATERAL DESCRIPTION |                         |               |            |                        |                   |
| 13 |                                |                         |               |            |                        |                   |
| 14 |                                |                         |               |            |                        |                   |
| 15 |                                |                         |               |            |                        |                   |
| 16 | AGENT:                         |                         |               |            |                        |                   |
| 17 | ADDRESS :                      |                         |               |            |                        |                   |
|    | CITY :                         |                         | PROV:         |            | POSTAL CODE:           |                   |

PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:39  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    25 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 023 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2007 KENWORTH                    T600 HWY TRAC                    1XKADB8X67J093637  
12 2016 DOONAN                    TRIDEM DROP DECK                    1D9BG5337G1608322  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:42  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    26 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 024 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL            AMOUNT            MATURITY        MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    TRIDEM DROP DECK            1D9BG5339G1608323  
12 2016 DOONAN                    TRIDEM DROP DECK            1D9BG5330G1609324  
GENERAL COLLATERAL DESCRIPTION  
13  
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15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:45  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    27 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 025 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    TRIDEM DROP DECK                    1D9BG5330G1609325  
12 2016 DOONAN                    TRIDEM DROP DECK                    1D9BG5330G1609326  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:48  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    28 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 026 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 DOONAN                    DROP DECK                    1D9BG5331F1609685  
12 2015 DOONAN                    DROP DECK                    1D9BG5331F1609686  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:52  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    29 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 027 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 DOONAN                    DROP DECK                    1D9BG5331F1609687  
12 2013 LODE KING                    SDG53-2                    2LDS5320DG055627  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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|                       |  |                         |
|-----------------------|--|-------------------------|
| PSSME02               | PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM | 09/28/2020              |
| CCCL369               | DISPLAY 1C REGISTRATION - SCREEN 1             | 16:39:55                |
| ACCOUNT : 009233-0001 | FAMILY : 2 OF 2                                | ENQUIRY PAGE : 30 OF 35 |
| FILE CURRENCY :       | 27SEP 2020                                     |                         |
| SEARCH : BD :         | KINGS CARGO EXPRESS LTD.                       |                         |



PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:39:58  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    31 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 029 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 2014 LODE KING                    SDG51-2                    2LDSD5129EG057462  
12 2014 LODE KING                    SDG51-2                    2LDSD5129EG057463  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:40:01  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    32 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 030 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 LODE KING                    PFL53-3 FLATDECK                    2LDPF5331FL0606760  
12 2015 LODE KING                    PFL53-3 FLATDECK                    2LDPF5331FL0606761  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:40:04  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    33 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 031 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609228  
12 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609229  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
  

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:40:07  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    34 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 032 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609230  
12 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609231  
GENERAL COLLATERAL DESCRIPTION  
13  
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15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:40:11  
ACCOUNT : 009233-0001                    FAMILY :    2 OF    2                    ENQUIRY PAGE :    35 OF    35  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : KINGS CARGO EXPRESS LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 033 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609232  
12  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

---

END OF REPORT



Ontario Search Results  
ID 1756234  
Search Type [BD] Business Debtor

Searched :28SEP2020 04:42 PM  
Printed :28SEP2020 05:42 PM

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/28/2020  
CCCL369 ENQUIRY REQUEST 16:40:21

FILE CURRENCY 27SEP 2020  
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009233 0001 ACCOUNT CODE : LIEBNWE

SEARCH TYPE (BD,IN,IS,MV) :  
SEARCH CRITERIA :

SUB-SEARCH

RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :  
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :  
RESPONSE MAILING ADDRESS  
NAME :  
ADDRESS :  
CITY : PROV :  
POSTAL CODE :

PRINT RESPONSE LOCALLY (Y/N) : N  
ENQUIRY FOR "LAVISH TRANSPORT LTD." ENDED

NO MATCH

**"NO MATCH" MEANS THAT NO LIENS WERE FOUND IN THE ONTARIO  
PERSONAL PROPERTY REGISTRY BASED ON THE SEARCH CRITERIA YOU SPECIFIED**

**END OF REPORT**

**Liens : 1 Pages : 33**

**Searched** :28SEP2020 04:43 PM  
**Printed** :28SEP2020 05:42 PM

PSSME02                      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      09/28/2020  
CCCL369                      DISPLAY 1C REGISTRATION - SCREEN 1                      16:40:27  
ACCOUNT : 009233-0001                      FAMILY : 1 OF 1                      ENQUIRY PAGE : 1 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681                      EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                      PAGE : 001 OF 33                      MV SCHEDULE ATTACHED :  
REG NUM : 20200925 1925 1793 8507 REG TYP: P                      PPSA                      REG PERIOD: 5  
02 IND DOB :                      IND NAME:  
03 BUS NAME: KINGS CARGO EXPRESS LTD.

OCN :

04 ADDRESS : UNIT A-1870 KING EDWARD STREET  
CITY : WINNIPEG                      PROV: MB                      POSTAL CODE: R2R0Z9  
05 IND DOB :                      IND NAME:  
06 BUS NAME: CANADA CARGO LINES LTD.

OCN :

07 ADDRESS : UNIT A-1870 KING EDWARD STREET  
CITY : WINNIPEG                      PROV: MB                      POSTAL CODE: R2R0Z9  
08 SECURED PARTY/LIEN CLAIMANT :

THE TORONTO DOMINION BANK

09 ADDRESS : 201 PORTAGE AVENUE, CONCOURSE LEVEL  
CITY : WINNIPEG                      PROV: MB                      POSTAL CODE: R3B3K6  
CONS.                      MV                      DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10                      X                      X                      X  
YEAR MAKE                      MODEL                      V.I.N.  
11 2015 LODE KING                      SDG53-3 TRIAXLE                      2LDSD5339FGH060532  
12 2015 LODE KING                      SDG53-3 TRIAXLE                      2LDSD5330FGH060533

GENERAL COLLATERAL DESCRIPTION

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16 AGENT: ELDOR-WAL REGISTRATIONS LTD.  
17 ADDRESS : 1200, 10123 99 ST NW  
CITY : EDMONTON                      PROV: AB                      POSTAL CODE: T5J3H1

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13
14
15
16 AGENT:
17 ADDRESS :
    CITY   :                PROV:                POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:40:36  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    3 OF   33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 003 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL            AMOUNT            MATURITY        MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2014 VOLVO                    VNL64T670 HWY                    4V4NC9EH8EN163221  
12 2012 VOLVO                    VNL670 TRACTOR                    4V4NC9EJ3CN556589  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:40:42  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    4 OF   33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 004 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP   ACCTS   OTHER   INCL    AMOUNT    MATURITY    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2013 FORD                    F150                    1FTEW1E57JFC34780  
12 2012 VOLVO                    VNL64T 670                    4V4N9EJ3CN554589  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
  

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:40:48  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    5 OF   33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 005 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL            AMOUNT            MATURITY        MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2012 VOLVO                    DAY CAB TRACTOR                    4V4NC9EG2CN548617  
12 2012 VOLVO                    DAY CAB TRACTOR                    4V4NC9EGXCN548607  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:40:51  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    6 OF   33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 006 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL            AMOUNT            MATURITY        MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2014 LODE KING                    53FT TRIAXLE DROP                    2LDSD5331EH057770  
12 2008 LODE KING                    TAN DROP DECK                    2LDSD53288G047832  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM          09/28/2020
CCCL369          DISPLAY 1C REGISTRATION - SCREEN 1                     16:40:54
ACCOUNT : 009233-0001          FAMILY :    1 OF    1          ENQUIRY PAGE :    7 OF   33
FILE CURRENCY : 27SEP 2020
SEARCH  : BD  : CANADA CARGO LINES LTD.

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:40:57  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    8 OF   33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 008 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 LODE KING                    SG53-3 DROP DECK                    2LDSD5330FG060533  
12 2015 DOONAN                    DROP DECK TRL                    1D9BG533XF1609684  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:00  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    9 OF   33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 009 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP   ACCTS   OTHER   INCL    AMOUNT    MATURITY    MAT DATE  
10      YEAR MAKE                    MODEL                    V.I.N.  
11 2014 LODE KING                    SDG51-2                    2LDSD5125EG057460  
12 2011 WESTERN                    STAR                    2WKLDD2G01K969415  
GENERAL COLLATERAL DESCRIPTION  
13  
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15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:03  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    10 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 010 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2000 FREIGHTLINER                    1FUYYTWDBXYGH70821  
12 2002 VOLVO                    4V4MC9GG22N331821  
GENERAL COLLATERAL DESCRIPTION  
13  
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15  
16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:06  
ACCOUNT : 009233-0001                    FAMILY : 1 OF 1                    ENQUIRY PAGE : 11 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 011 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF OR NO FIXED  
    GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2002 VOLVO                    4V4MC9GG12N331826  
12 2003 VOLVO                    4V4NC96GH53N347316  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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17 ADDRESS :  
CITY : PROV: POSTAL CODE:

PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:12  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    13 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 013 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 2008 UTILITY                    1UYVS25318U322912  
12 2004 INTERNATIONAL                    1SHXAXR04J016134  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:15  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    14 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 014 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 1999 VOLVO                    4VG7DAGF2XN788979  
12 2014 LODE KING                    2LDPF5337EL057313  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
  

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:18  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    15 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 015 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2002 VOLVO                    4V4MC9GG22N331768  
12 2013 LODE KING                    2LDSD4826DG055621  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
  

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:22  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    16 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 016 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 2007 KENWORTH                    1XKTDU8X47J203279  
12 2004 INTERNATIONAL                    1SHXAXR24J015454  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:25  
ACCOUNT : 009233-0001                    FAMILY : 1 OF 1                    ENQUIRY PAGE : 17 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 017 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2001 FREIGHTLINER                    1FUJA6CG01LH58042  
12 1996 FREIGHTLINER                    1FUYDXYB6TP718257  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:28  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    18 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 018 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 1999 FREIGHTLINER                    1FUYDEDB6XLB25170  
12 1998 FREIGHTLINER                    2FUY3MDB0WA889501  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
  

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:31  
ACCOUNT : 009233-0001                    FAMILY : 1 OF 1                    ENQUIRY PAGE : 19 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 019 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF OR NO FIXED  
    GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2005 FREIGHTLINER                    1FUJA6CK75LV03511  
12 2004 INTERNATIONAL                    1SHXAXHR94J093454  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:34  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    20 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 020 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10    YEAR MAKE                    MODEL                    V.I.N.  
11 2009 LODE KING                    2LDSD48289G049648  
12 2012 PETERBILT                    386                    1XPHDP9X2C147335  
GENERAL COLLATERAL DESCRIPTION  
13  
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15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:37  
ACCOUNT : 009233-0001                    FAMILY : 1 OF 1                    ENQUIRY PAGE : 21 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 021 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    OCN :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    OCN :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF OR NO FIXED  
    GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 LODE KING                    SDG53-3 DROP DECK                    2LDSD5332FG060534  
12 2014 FONTAINE RENEGADE                    LXT40                    13N648206E3560889  
GENERAL COLLATERAL DESCRIPTION  
13  
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15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:41  
ACCOUNT : 009233-0001                    FAMILY : 1 OF 1                    ENQUIRY PAGE : 22 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 022 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2014 FONTAINE                    REAR DOLLY                    13NM0410SE35P0715  
12 2007 KENWORTH                    T600 HWY TRAC                    1XKADB8X47J093880  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:44  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    23 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 023 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2007 KENWORTH                    T600 HWY TRAC                    1XKADB8X67J093637  
12 2016 DOONAN                    TRIDEM DROP DECK                    1D9BG5337G1608322  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:46  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    24 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 024 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL            AMOUNT            MATURITY        MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    TRIDEM DROP DECK            1D9BG5339G1608323  
12 2016 DOONAN                    TRIDEM DROP DECK            1D9BG5330G1609324  
GENERAL COLLATERAL DESCRIPTION  
13  
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15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:50  
ACCOUNT : 009233-0001                    FAMILY : 1 OF 1                    ENQUIRY PAGE : 25 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 025 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    TRIDEM DROP DECK                    1D9BG5330G1609325  
12 2016 DOONAN                    TRIDEM DROP DECK                    1D9BG5330G1609326  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:53  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    26 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 026 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 DOONAN                    DROP DECK                    1D9BG5331F1609685  
12 2015 DOONAN                    DROP DECK                    1D9BG5331F1609686  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:56  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    27 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 027 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 DOONAN                    DROP DECK                    1D9BG5331F1609687  
12 2013 LODE KING                    SDG53-2                    2LDS5320DG055627  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:41:59  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    28 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 028 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2013 LODE KING                    PFL53-3                    2LDPF533DL055001  
12 2013 LODE KING                    PFL53-3                    2LDPF533DL055002  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:42:02  
ACCOUNT : 009233-0001                    FAMILY : 1 OF 1                    ENQUIRY PAGE : 29 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 029 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:  
    CONS.                    MV                    DATE OF    OR NO FIXED  
    GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2014 LODE KING                    SDG51-2                    2LDSD5129EG057462  
12 2014 LODE KING                    SDG51-2                    2LDSD5129EG057463  
GENERAL COLLATERAL DESCRIPTION  
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15  
16 AGENT:  
17 ADDRESS :  
    CITY :                    PROV:                    POSTAL CODE:

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:42:05  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    30 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 030 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2015 LODE KING                    PFL53-3 FLATDECK                    2LDPF5331FL0606760  
12 2015 LODE KING                    PFL53-3 FLATDECK                    2LDPF5331FL0606761  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:42:08  
ACCOUNT : 009233-0001                    FAMILY : 1 OF 1                    ENQUIRY PAGE : 31 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 031 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
    CONS.                    MV                    DATE OF OR NO FIXED  
    GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609228  
12 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609229  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:42:11  
ACCOUNT : 009233-0001                    FAMILY : 1 OF 1                    ENQUIRY PAGE : 32 OF 33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 032 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609230  
12 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609231  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/28/2020  
CCCL369                    DISPLAY 1C REGISTRATION - SCREEN 1                    16:42:14  
ACCOUNT : 009233-0001                    FAMILY :    1 OF    1                    ENQUIRY PAGE :    33 OF    33  
FILE CURRENCY : 27SEP 2020  
SEARCH : BD : CANADA CARGO LINES LTD.

00 FILE NUMBER : 766146681    EXPIRY DATE : 25SEP 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 033 OF 33                    MV SCHEDULE ATTACHED :  
    REG NUM : 20200925 1925 1793 8507 REG TYP:                    REG PERIOD:  
02 IND DOB :                    IND NAME:  
03 BUS NAME:                    OCN :  
  
04 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
05 IND DOB :                    IND NAME:  
06 BUS NAME:                    OCN :  
  
07 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :  
08 SECURED PARTY/LIEN CLAIMANT :  
  
09 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                    MV                    DATE OF    OR NO FIXED  
    CONS.                    INCL                    AMOUNT                    MATURITY                    MAT DATE  
10  
    YEAR MAKE                    MODEL                    V.I.N.  
11 2016 DOONAN                    SPECIAL DROP DECK                    1D9BG5334G1609232  
12  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15  
16 AGENT:  
17 ADDRESS :                    PROV:                    POSTAL CODE:  
    CITY :                   

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END OF REPORT

## 2C-A AMENDMENT FINANCING STATEMENT / ETAT DE DU FINANCEMENT

|  |                      |  |                        |
|--|----------------------|--|------------------------|
| DRAFT ID   | LVN2C-A0928180140    | CLIENT REF                                   | LVNER79492C00044       |
| TOTAL 3C PAGES   | 3                    | DOCKET                                       | DEN101                 |
| CREATED  | 28 Sep 2020 06:13 PM | PRINTED                                      | 28 Sep 2020 6:14:24 PM |
| REGISTRATION NO /<br>NEUVEAU NO<br>D'ENREGISTREMENT      |                      | REDUCTION/<br>DIMINUTION                     |                        |
| NEW REFERENCE FILE<br>NO / NO DE DOSSIER DE<br>REFERENCE |                      | OLD REFERENCE FILE                           | 766146681              |
| CAUTION  | NO                   | NO / ACIENT<br>NO DE DOSSIER DE<br>REFERENCE |                        |
| FILING/AVERTISSEMENT                                     |                      | EXPIRY DATE / DATE<br>D'EXPIRATION           |                        |

# AMENDMENT / CORRECTION

### REASONS FOR AMENDMENT / MOTIFS DE CORRECTION

ADD DEBTOR  
CORRECT ADDRESS FOR CANADA CARGO LINES LTD.  
ADD GENERAL COLLATERAL

### DEBTORS REGISTERED / DEBITEUR ENRIGISTRE

|                  |  |
|------------------|--|
| REFERENCE DEBTOR | KINGS CARGO EXPRESS LTD.   |
| DEBTOR           | LAVISH TRANSPORT LTD.<br>201 PORTAGE AVENUE, CONCOURSE LEVEL<br>WINNIPEG, MB<br>R3B 3K |
| DEBTOR           | CANADA CARGO LINES LTD.<br>UNIT B - 1870 KING EDWARD STREET<br>WINNIPEG, MB<br>R2R0Z9  |

### SECURED PARTY REGISTERED / CREANCIER GARANTI

### COLLATERAL CLASSIFICATION / CLASSIFICATION DES BIENS GREVES

|                                   |                     |                         |                       |                  |  |
|-----------------------------------|---------------------|-------------------------|-----------------------|------------------|--|
| CONSUMER GOODS /<br>BIENS DE CONS | INVENTORY/<br>STOCK | EQUIPMENT /<br>MATERIEL | ACCOUNTS /<br>COMPTES | OTHER /<br>AUTRE | MOTOR VEHICLE INCLUDED /<br>VEHICULE AUTOMOBILE INCLUS |
|-----------------------------------|---------------------|-------------------------|-----------------------|------------------|--|

|  |                                    |
|--|------------------------------------|
| PRINCIPAL AMOUNT /<br>MONTANT PRINCIPAL<br>GARANTI | DATE OF MATURITY/<br>DATE E'CHANCE |
|--|------------------------------------|

### MOTOR VEHICLE DESCRIPTION/DESCRIPTION DU VEHICULE AUTOMOBILE

|              |               |                |     |
|--------------|---------------|----------------|-----|
| YEAR / ANNEE | MAKE / MARQUE | MODEL / MODELE | VIN |
|--------------|---------------|----------------|-----|

### GENERAL COLLATERAL DESCRIPTION/DESCRIPTION GENERALE DU BIEN GREVE

- 1 PROCEEDS - ALL THE OF DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL
- 2 PROPERTY INCLUDING - ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES,
- 3 GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS,
- 4 INVESTMENT PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS,



- 5 TRADE-INS, RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND
- 6 WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH
- 7 THE GENERAL COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM.

## **REGISTERING AGENT/AGENT D'ENREGISTREMENT**

ELDOR-WAL REGISTRATIONS LTD. 1200, 10123 99 ST NW EDMONTON AB T5J3H1

## **COURTESY NOTES / AVIS A TITRE GRACIEUX**

**DRAFTED BY LUKE MANCA**  
**[END OF REGISTRATION]**

\* Note re. immediate registration: Please be advised that an expiry date is not available from PPSR System when requesting an immediate registration.

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THIS IS EXHIBIT "14"  
REFERRED TO IN THE AFFIDAVIT OF  
SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



**Head Office:**  
2158 Armstrong Street  
Sudbury, ON P3E 5G9  
Tel.: 705-523-6700  
Fax: 705-523-6707

*VIA EMAIL ONLY*

March 15, 2018

TD Canada Trust  
*via email to:* DMM@tdslaw.com

**RE: Sharanjit Singh (the "Debtor")**

We have been advised that TD Canada Trust (the "Lender") has offered certain financing (the "Agreement") to the Debtor and has requested this letter as a condition thereof.

We acknowledge and agree that the security interest, rights, charges and claims of L.A.K.E.S. Leasing Corporation ("LAKES"), which rank prior to the right, charge or security interest of the Lender are limited to the following assets:

2012 Volvo Day Cab Highway Tractor S/N: 4V4NC9EG2CN548617  
2012 Volvo Day Cab Highway Tractor S/N: 4V4NC9EGXCN548607  
2014 Volvo VNL64T 670 Highway Tractor S/N: 4V4NC9EHXEN163222  
2015 Volvo VNL64T 670 Highway Tractor S/N: 4V4NC9EJ0FN910489  
2015 Doonan Specialized Drop Deck Trailer S/N: 1D9BG533XF1609684

together with all accessories, ancillary equipment, software, attachments, substitutes, replacements, proceeds in any form whatsoever therefrom, including but not limited to insurance proceeds, collectively the "LAKES Equipment."

Please note that LAKES has at all times retained title and ownership of the LAKES Equipment, and at no point has title or ownership passed to the Debtor. Accordingly, the LAKES Equipment is not subject to the Lender's Agreement.

A facsimile copy of this agreement, when executed, has the same force and effect as an original signature.

**L.A.K.E.S. LEASING CORPORATION**

A handwritten signature in blue ink, appearing to read "Erin K. Chisholm", is written over a horizontal line.

By: Erin K. Chisholm  
Chief Operating Officer

THIS IS EXHIBIT "15"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



## File Summary

**Registry No :** 6124542  
**Entity Name :** EASY FR8 LINES LTD.

**As of :** 25-Sep-2020

**Entity Name :** EASY FR8 LINES LTD.  
**Registry No :** 6124542  
**Business No :** 857728711MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** MB SHARE CORPORATION

**Incorp/Amalg Date :** 03-Aug-2010  
**Home Jurisdiction :** MANITOBA  
**Annual Return/Renewal Date :** 30-Sep-2020  
**Year of Last A/R - Renewal :** 2019  
**Nature of Business :** TRANSPORTATION  
**NAICS Code :** 484

**Registered Office Address :**  
**Effective date, if changing address :** 18-Sep-2019  
**Address :** 26 SAVA WAY  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R2P 0G6

**Mailing Address :**  
**Name :** MANJINDER REHAL  
**Address :** 26 SAVA WAY  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R2P 0G6

**Director Information :**  
**Name :** REHAL, MANJINDER  
**Address :** 26 SAVA WAY  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R2P 0G6

**Officer Information :**  
**Name :** REHAL, MANJINDER  
**Address :** 26 SAVA WAY  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R2P 0G6  
**Position Held as Officer :** PRESIDENT

**Shareholders Information (holders of 10% or more of issued Voting Shares) :**

**Name :** REHAL, MANJINDER SINGH  
**Class Name :** Class A Common  
**Shares Held :** 100.00

**Share Structure :**

| Class          | Authorized Number |
|----------------|-------------------|
| Class A Common | UNLIMITED         |
| Class A Prefer | UNLIMITED         |
| Class B Common | UNLIMITED         |
| Class B Prefer | UNLIMITED         |
| Class C Common | UNLIMITED         |
| Class C Prefer | UNLIMITED         |
| Class D Common | UNLIMITED         |

Shares are distributed to the public : No

**Event History :**

| Event  | Date :      | Filing Year : |
|--|-------------|---------------|
| FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED |             |               |
| ANNUAL RETURN (Filed on the Web)                         | 06-Sep-2017 | 2017          |
| CHANGE OF SHAREHOLDERS (Filed on the Web)                | 16-Apr-2018 |               |
| ANNUAL RETURN (Filed on the Web)                         | 08-Nov-2018 | 2018          |
| AMENDMENT  | 09-Nov-2018 |               |
| CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)          | 28-Nov-2018 |               |
| CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)          | 28-Nov-2018 |               |
| ANNUAL RETURN (Filed on the Web)                         | 18-Sep-2019 | 2019          |
| CHANGE OF MAILING ADDRESS (Filed on the Web)             | 21-Sep-2020 |               |

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

THIS IS EXHIBIT "10"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



## File Summary

**Registry No :** 5373574  
**Entity Name :** Lavish Transport Ltd.

**As of :** 25-Sep-2020

Entity Name : Lavish Transport Ltd.  
 Registry No : 5373574  
 Business No : 838580728MC0001  
 Current Status : Active (New Name)

Entity Type : BUSINESS CORPORATION  
 Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 02-Oct-2006  
 Home Jurisdiction : MANITOBA  
 Annual Return/Renewal Date : 30-Nov-2020  
 Year of Last A/R - Renewal : 2019  
 Nature of Business : TRANSPORTATION.  
 NAICS Code : 484

**Registered Office Address :**  
 Effective date, if changing address : 28-Jul-2020  
 Address : MLT AIKINS LLP, 30TH FLOOR, 360 MAIN STREET  
 City/Province : WINNIPEG, MB  
 Country/Postal Code : CANADA, R3C 4G1

**Mailing Address :**  
 Name :  
 Address : MLT AIKINS LLP, 30TH FLOOR, 360 MAIN STREET  
 City/Province : WINNIPEG, MB  
 Country/Postal Code : CANADA, R3C 4G1

**Director Information :**  
 Name : REHAL, MANJINDER  
 Address : 26 SAVA WAY  
 City/Province : WINNIPEG, MB  
 Country/Postal Code : CANADA, R2P 0G6

**Shareholders Information (holders of 10% or more of Issued Voting Shares) :**  
 Name : REHAL, MANJINDER  
 Class Name : COMMON  
 Shares Held : 100.00

**Share Structure :**

| Class  | Authorized Number |
|--------|-------------------|
| COMMON | 100.00            |

Shares are distributed to the public : No

**Name History :**  
 Previous Name : KINGS CARGO GROUP LTD.  
 Date of Change : 07-Aug-2019  
 Previous Name : DTS TRUCKING, LTD.  
 Date of Change : 02-Dec-2015

**Event History :**

| Event  | Date :      | Filing Year : |
|--|-------------|---------------|
| FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED |             |               |
| ANNUAL RETURN  | 14-Sep-2017 | 2016          |
| ANNUAL RETURN (Filed on the Web)                         | 19-Mar-2018 | 2017          |
| ANNUAL RETURN (Filed on the Web)                         | 01-Nov-2018 | 2018          |
| CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)          | 13-Mar-2019 |               |
| CHANGE OF REGISTERED OFFICE (Filed on the Web)           | 13-Mar-2019 |               |
| CHANGE OF MAILING ADDRESS (Filed on the Web)             | 13-Mar-2019 |               |
| NAME CHANGE (Filed on the Web)                           | 07-Aug-2019 |               |
| CHANGE OF MAILING ADDRESS (Filed on the Web)             | 07-Aug-2019 |               |
| COMPLIANCE STATUS - DEFAULT                              | 23-Dec-2019 |               |
| ANNUAL RETURN (Filed on the Web)                         | 11-Feb-2020 | 2019          |
| CHANGE OF REGISTERED OFFICE (Filed on the Web)           | 29-Jul-2020 |               |
| CHANGE OF MAILING ADDRESS (Filed on the Web)             | 29-Jul-2020 |               |

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

THIS IS EXHIBIT "17"  
REFERRED TO IN THE AFFIDAVIT OF  
SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA





This Guarantee is made as of the 19 day of March, 2018.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of KINGS CARGO EXPRESS LTD.  
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

**NOW THEREFORE**, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

**1. Obligations Guaranteed**

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

**2. Extent of Guarantor's Liability**

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

**3. Indemnity/Primary Obligation**

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

**4. Nature of Guarantor's Liability**

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

##### **5. Continuing Guarantee**

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

##### **6. Demand for Payment**

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

**7. Interest**

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

**8. State of Account**

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

**9. Application of Moneys Received**

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

**10. No Set-off or Counterclaim**

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

**11. Exhausting Recourse**

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

**12. No Representations**

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

**13. Postponement and Assignment**

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

**14. Subrogation**

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

## **15. Bankruptcy of Customer**

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

## **16. Costs and Expenses**

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

## **17. Other Guarantees and Security**

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

## **18. Amendment and Waivers**

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

## **19. Discharge**

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

## **20. General**

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Personal Guarantee

Signature of Guarantor: Manjinder Singh Rehal

Print name: Manjinder Singh Rehal

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Personal Guarantee

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Personal Guarantee

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Personal Guarantee

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Personal Guarantee

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Personal Guarantee

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

Per: \_\_\_\_\_  
(authorized signature)

Personal Guarantee

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_



I HEREBY CERTIFY THAT:

1. \_\_\_\_\_,  
the guarantor in the guarantee dated \_\_\_\_\_  
made between \_\_\_\_\_  
\_\_\_\_\_ and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that  
he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_,  
Barrister and Solicitor at the \_\_\_\_\_ of \_\_\_\_\_,  
in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

#### STATEMENT OF GUARANTOR

I am the person named in this certificate.

\_\_\_\_\_  
Signature of Guarantor



ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_ of \_\_\_\_\_ in  
the province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made  
between The Toronto-Dominion Bank and \_\_\_\_\_, which this certificate is  
attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not  
otherwise interested in the transaction;
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under  
my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY  
PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN  
AND FOR \_\_\_\_\_

STATEMENT OF GUARANTOR

I am the person named in this certificate.

\_\_\_\_\_  
Signature of Guarantor

THIS IS EXHIBIT "18"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



## Business Debtor

### Search by Business Debtor

Date: 2020-09-25  
Time: 2:38:11 PM  
Transaction Number: 10256830951  
User ID:

Business Name: Lavish Transport Ltd.

2 exact matches were found.

1 similar match was found.

### EXACT MATCHES

| Business Debtor Name     | No. of Registrations |
|--------------------------|----------------------|
| 1. LAVISH TRANSPORT LTD. | 3                    |
| 2. Lavish Transport Ltd. | 2                    |

### 1. LAVISH TRANSPORT LTD.

|  |  |
|--|--|
| 1.1 LAVISH TRANSPORT LTD.: Registration 202014325800 (2020-09-01 4:42:37 PM) |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2025-09-01   |
| Debtor Address   | 344 DAWSON RD N<br>WINNIPEG, MANITOBA<br>Canada R2J 0S7  |
| This registration is jointly registered with these business debtors          | KINGS CARGO GROUP LTD.   |
| Secured Parties (party code, name, address)                                  | CANADIAN WESTERN BANK<br>300 - 606 4TH STREET SW<br>Calgary, AB<br>Canada T2P 1T1  |
| General Collateral Description   | *The security interest is taken in all of the debtor's present and after-acquired personal property.<br><br>All present and after-acquired property of the Debtor and all after-acquired proceeds thereof. |

### 1.2 LAVISH TRANSPORT LTD.: Registration 202014262905 (2020-09-01 9:21:14 AM)

|   |  |
|---|--|
| Registered under                            | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)                    | 2026-09-01   |
| Debtor Address                              | 344 DAWSON ROAD<br>WINNIPEG, MB<br>Canada R2J0S7   |
| Secured Parties (party code, name, address) | Mercedes-Benz Financial Services Canada Corporation<br>2680 Matheson Blvd. E. Ste 500<br>Mississauga, ON<br>Canada L4W0A5<br><br>DAIMLER TRUCK FINANCIAL<br>2680 Matheson Blvd. E. Ste 500<br>Mississauga, ON<br>Canada L4W0A5 |
| General Collateral Description              | ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, ALTERATIONS, REPLACEMENTS & REPAIRS (WHETHER PRESENT OR FUTURE) TO  |

|  |  |
|--|--|
|  | THE VEHICLE COLLATERAL. PROCEEDS: ALL CASH AND NON-CASH PROCEEDS OF THE VEHICLE COLLATERAL INCLUDING WITHOUT LIMITATION PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE VEHICLE COLLATERAL OR THAT INDEMNIFIES OR COMPENSATES THE DEBTOR(S) FOR THE DESTRUCTION OR DAMAGE TO OR LOSS OF THE VEHICLE COLLATERAL. THE PROCEEDS MAY TAKE THE FORM OF ANY ONE OR MORE OF THE FOLLOWING: GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, SECURITIES OR INTANGIBLES. ACCORDINGLY, ANY OF THE DEBTOR(S)' AFTER-ACQUIRED PERSONAL PROPERTY MAY BE PROCEEDS AND THEREFORE SUBJECT TO THE SECURED PARTY'S SECURITY INTEREST. |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 5KJJBHDR7LLKV7748<br>Motor Vehicle<br>2020<br>WESTERN STAR 5700 XE   |
|  | 5KJJBHDR9LLKV7749<br>Motor Vehicle<br>2020<br>WESTERN STAR 5700 XE   |
|  | 5KJJBHDR5LLLP9900<br>Motor Vehicle<br>2020<br>WESTERN STAR 5700 XE   |
|  | 5KJJBHDR7LLLP9901<br>Motor Vehicle<br>2020<br>WESTERN STAR 5700 XE   |
|  | 5KJJBHDR8LLKV7757<br>Motor Vehicle<br>2020<br>WESTERN STAR 5700 XE   |

|  |  |
|--|--|
| 1.3 LAVISH TRANSPORT LTD.: Registration 202003635807 (2020-03-04 5:25:50 PM)   |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2026-03-04   |
| Special Notices  | Purchase Money Security Interest   |
| Debtor Address   | 344 DAWSON RD N<br>WINNIPEG, MB<br>Canada R2J0S7   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | REHAL, MANJINDER, SINGH  |
| Secured Parties<br>(party code, name, address)   | ARUNDEL CAPITAL CORPORATION<br>SUITE 201, 3007 14TH STREET SW<br>CALGARY, AB<br>Canada T2T3V6  |
| General Collateral Description   | ONE (1) NEW 2020 LODE KING SDG53-2 TANDEM AXLE COMBO ALUMINUM STEP DECK TRAILER S/N 2LDS5325LG068937<br>ONE (1) NEW 2020 LODE KING SDG53-2 TANDEM AXLE COMBO ALUMINUM STEP DECK TRAILER S/N 2LDS5323LG068936<br>ONE (1) NEW 2020 LODE KING SDG53-2 TANDEM AXLE COMBO ALUMINUM STEP DECK TRAILER S/N 2LDS5327LG068938<br>ONE (1) NEW 2020 LODE KING SDG53-2 TANDEM AXLE COMBO ALUMINUM STEP DECK TRAILER S/N 2LDS5329LG068939<br>TOGETHER WITH ALL 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 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 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 COLLATERAL OR PROCEEDS OF THE COLLATERAL. |
| Serial Numbered Goods<br>(serial number, category,<br>year, description) | 2LDS5325LG068937<br>Trailer<br>2020<br>LODE KING SDG53-2  |
|  | 2LDS5323LG068936<br>Trailer<br>2020<br>LODE KING SDG53-2  |
|  | 2LDS5327LG068938<br>Trailer<br>2020<br>LODE KING SDG53-2  |
|  | 2LDS5329LG068939<br>Trailer<br>2020<br>LODE KING SDG53-2  |

## 2. Lavish Transport Ltd.

|  |  |
|--|--|
| 2.1 Lavish Transport Ltd.: Registration 202003251502 (2020-02-27 1:45:12 PM)   |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2027-02-27   |
| Debtor Address   | 344 Dawson Rd N<br>Winnipeg, MB<br>Canada R2J0S7   |
| This registration is jointly<br>registered with these<br>individual debtors (surname,<br>first given name, second<br>given name) | Rehal, Manjinder, Singh  |
|  | Rehal, Manjinder   |
| This registration is jointly<br>registered with these<br>business debtors  | Lavish Transport Ltd.  |
| Secured Parties<br>(party code, name, address)   | Bodkin, a division of Bennington Financial Corp.<br>102-1465 North Service Rd E<br>Oakville, ON<br>Canada L6H1A7   |
| General Collateral<br>Description  | PURSUANT TO LEASE AGREEMENT 50009039, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50009039 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING<br>1 2020 LODE-KING SDG 53-2 STEP DECK .<br>1 2020 LODE-KING PFL 53-2 FLAT DECK .<br>1 2020 LODE-KING PFL 53-2 FLAT DECK .<br>1 2020 LODE-KING PFL 53-2 FLAT DECK .<br>1 2019 LODE-KING PFL 53-2 FLAT DECK . |
| Serial Numbered Goods<br>(serial number, category,<br>year, description)   | 2LDS5323LG068502<br>Trailer<br>2020<br>LODE-KING SDG 53-2 STEP DECK  |
|  | 2LDPF532XLL068942<br>Trailer   |

|                |  |
|----------------|--|
|                | 2020<br>LODE-KING PFL 53-2 FLAT DECK<br><br>2LDPF5326LL068940<br>Trailer<br>2020<br>LODE-KING PFL 53-2 FLAT DECK<br><br>2LDPF5328LL068941<br>Trailer<br>2020<br>LODE-KING PFL 53-2 FLAT DECK<br><br>2LDPF5329KL067456<br>Trailer<br>2019<br>LODE-KING PFL 53-2 FLAT DECK |
| Change History | Registration Number: 202003990615 (2020-03-11 10:09:39 AM)<br>Sections Changed: Additional Information, Serial Numbered Goods,<br>General Collateral Description   |

|  |  |
|--|--|
| 2.2 Lavish Transport Ltd.: Registration 202003251502 (2020-02-27 1:45:12 PM)   |  |
| Registered under   | The Personal Property Security Act   |
| Expiry Date (YYYY-MM-DD)   | 2027-02-27   |
| Debtor Address   | 26 Sava Way<br>Winnipeg, MB<br>Canada R2P0G6   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | Rehal, Manjinder, Singh  |
|  | Rehal, Manjinder   |
| This registration is jointly registered with these business debtors  | Lavish Transport Ltd.  |
| Secured Parties (party code, name, address)  | Bodkin, a division of Bennington Financial Corp.<br>102-1465 North Service Rd E<br>Oakville, ON<br>Canada L6H1A7   |
| General Collateral Description   | PURSUANT TO LEASE AGREEMENT 50009039, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50009039 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING<br>1 2020 LODE-KING SDG 53-2 STEP DECK .<br>1 2020 LODE-KING PFL 53-2 FLAT DECK .<br>1 2020 LODE-KING PFL 53-2 FLAT DECK .<br>1 2020 LODE-KING PFL 53-2 FLAT DECK .<br>1 2019 LODE-KING PFL 53-2 FLAT DECK . |
| Serial Numbered Goods (serial number, category, year, description)   | 2LDSD5323LG068502<br>Trailer<br>2020<br>LODE-KING SDG 53-2 STEP DECK   |
|  | 2LDPF532XLL068942<br>Trailer<br>2020<br>LODE-KING PFL 53-2 FLAT DECK   |
|  | 2LDPF5326LL068940<br>Trailer   |

|                |  |
|----------------|--|
|                | 2020<br>LODE-KING PFL 53-2 FLAT DECK   |
|                | 2LDPF5328LL068941<br>Trailer<br>2020<br>LODE-KING PFL 53-2 FLAT DECK   |
|                | 2LDPF5329KL067456<br>Trailer<br>2019<br>LODE-KING PFL 53-2 FLAT DECK   |
| Change History | Registration Number: 202003990615 (2020-03-11 10:09:39 AM)<br>Sections Changed: Additional Information, Serial Numbered Goods,<br>General Collateral Description |

END OF EXACT MATCHES

## Business Debtor

Search by Business Debtor: 1 similar match was found.

| Business Debtor Name    | No. of Registrations |
|-------------------------|----------------------|
| 1. LAVISH TRANSPORT LTD | 1                    |

1. LAVISH TRANSPORT LTD

☐ Include in Printed Search Results

|  |   |
|--|---|
| 1.1 LAVISH TRANSPORT LTD: Registration 201918780705 (2019-10-31 8:37:31 AM)  |   |
| Registered under   | The Personal Property Security Act  |
| Expiry Date (YYYY-MM-DD)   | 2021-10-31  |
| Special Notices  | Purchase Money Security Interest  |
| Debtor Address   | 344 DAWSON ROAD NORTH<br>WINNIPEG, MB<br>Canada R2J 0S7   |
| This registration is jointly registered with these individual debtors (surname, first given name, second given name) | REHAL, MANJINDER, SINGH   |
|  | REHAL, MANJINDER, S   |
| Secured Parties (party code, name, address)  | GM Financial Canada Leasing Ltd.<br>2001 Sheppard Ave. Ste 600<br>Toronto, ON<br>Canada M2J 4Z8 |
| Serial Numbered Goods (serial number, category, year, description)   | 1GYS4DKJ3LR114546<br>Motor Vehicle<br>2020<br>CADILLAC ESCALADE AWD                             |

THIS IS EXHIBIT "19"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

## Schop, Michelle

---

**From:** Semler, Scott <Scott.Semler@td.com>  
**Sent:** 10-Sep-20 11:30 AM  
**To:** Gabor, Sam  
**Subject:** kings cargo

**Flag Status:** Completed

### Standard Security Package Recommended

- GSA from both Kings Cargo Express Ltd & Canada Cargo Lines Ltd.
- GA from Canada Cargo in favour of Kings Cargo
- Postponement of shareholder's loans for both Kings Cargo Express and Canada Cargo Line
  - F2017: Kings amount \$619,074, Canada Cargo Lines in the amount of \$55,511
- Unlimited PG from 100% owner, Sharanjit Singh
  - CPNW of nil dd. Feb. 1, 2018
  - Beacon score of 648
  - Beacon score a result of personally guaranteeing the majority of capital leases.
    - Of which the numerous leasing companies utilized check credit score every 6 months
  - Noting a few late payments on credit cards
- Unlimited PG from Manjinder Rehal
  - Manjinder was key in bringing Sharanjit and Parvinder together in the 2012 purchase of Kings Cargo
  - As such, Manjinder has an sense of obligation to assist Sharanjit out of financial constraint due to Parvinder's actions. So much so, that he has folded up Easy FR8 Lines Ltd., which he owned 100%, into Kings Cargo
  - Manjinder currently has pledged residential mortgage charge to Sunov
  - Title search confirms RBC mortgage charge also, and given value of home no material equity remains to claim.
  - CPNW of nil. dd. Feb. 1, 2018
  - Beacon score of 670
  - Similar to Sharanjit, Beacon score a result of personally guaranteeing capital leases
  - Noting, that since 2004 he has only been late on a payment once
  - All trades current as this time
- To notes, existing GSA's on PPSA have ben raised to lawyer and client to address preemptively prior to funding
  - Kings Cargo: Three GSA's from L.A.K.E.S. Leasing Corp.
    - Team has received confirmation that two of the GSA's have been released and a listing of the specific assets L.A.K.E.S. holds
    - Solicitor to prefect security
  - Canada Cargo Lines: GSA from Kempenfelt Vehicle Leasing (Division of Equirex Vehicle Leasing)
    - Kempenfelt has supplied documentation for releases, solicitor to prefect security
- Also note, entities jointly registered on registrations are confirmed by the client to be dissolved of which include:
  - Exception being Kings Cargo Group Ltd. - Which is set up as a holdco for all the truck insurances as per regulation.
  - DTM Trucking Ltd.
  - DTS Trucking, LTD.
  - Easy FR8 Lines Ltd. - Previously owned and operated by Manjinder however dissolved and operations moved into Kings and Canada Cargo in 2016 as Manjinder has a sense of obligation to support Sharnjit's financial recovery.

Scott Semler | Account Manager Commercial Banking | **TD Business Banking**  
10th Floor, 421-7<sup>th</sup> Avenue SW Calgary, Alberta, T2P 4K9  
T: (403) 292-1885 | F: (403) 292-2863 | [scott.semler@td.com](mailto:scott.semler@td.com)

Internal

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A NOTARY PUBLIC IN AND  
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## Schop, Michelle

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**From:** Gabor, Sam  
**Sent:** 27-Sep-20 3:27 PM  
**To:** Gabor, Sam  
**Subject:** FW: Follow up to meeting with TD



### Sam Gabor

Senior Associate and Trademark Agent

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[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)  
[Bio](#) | [Website](#)

Dentons Canada LLP  
15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

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**From:** saleem <[canadaca@bellnet.ca](mailto:canadaca@bellnet.ca)>  
**Sent:** Thursday, September 5, 2019 3:35 PM  
**To:** Semler, Scott <[Scott.Semler@td.com](mailto:Scott.Semler@td.com)>; [safety@kingscargoexpress.com](mailto:safety@kingscargoexpress.com)  
**Subject:** RE: Follow up to meeting with TD

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Hi Scott

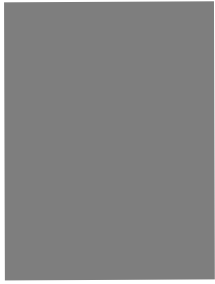
This is Muhammad Saleem, I am the person who introduce this client to TD, and I am also looking after their in house accounting and bookkeeping, I would like to meet with you in your office with Sharanjit, and this is very important we need to meet with you to finalize the smooth transition from TD to other financial institution, the time frame you are offering is not practical or possible for company to arrange facilities in less than one month time, TD took more than eight months to provide us financing facilities.

I will wait for your reply, and accordingly will arrange my travel plan.

**Muhammad Saleem**

B.Com, CPM

Manager



Tel: (905) 306-8150 Ext. 226  
Fax: (905) 306-8358  
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Mississauga ON L4W 5A8  
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**From:** Safety Kings Cargo <[safety@kingscargo.com](mailto:safety@kingscargo.com)>  
**Sent:** Friday, August 30, 2019 4:54 PM  
**To:** saleem <[canadaca@bellnet.ca](mailto:canadaca@bellnet.ca)>; Manjinder Rehal <[mrehal@kingscargo.com](mailto:mrehal@kingscargo.com)>  
**Subject:** Fwd: Follow up to meeting with TD

----- Forwarded message -----

**From:** Semler, Scott <[Scott.Semler@td.com](mailto:Scott.Semler@td.com)>  
**Date:** Fri, Aug 30, 2019 at 2:59 PM  
**Subject:** RE: Follow up to meeting with TD  
**To:** [safety@kingscargoexpress.com](mailto:safety@kingscargoexpress.com) <[safety@kingscargoexpress.com](mailto:safety@kingscargoexpress.com)>, [ss@kingscargo.com](mailto:ss@kingscargo.com) <[ss@kingscargo.com](mailto:ss@kingscargo.com)>

Hi Sharanjit and Manu,

Further to my email sent earlier this week, please find attached notice letter. Please note the expectation is to receive term sheets or discussion papers from other lender over the next 30 days (by September 30<sup>th</sup>).

After the first 30 days pricing will be increased on the operating line as detailed in the attached letter. Furthermore, the letter notes the requested payout date for all TD credit facilities by October 31, 2019.

I understand the accountant is trying to get Review Engagement Financial Statements completed as soon as possible and the same will be required for other lenders to review.

I haven't received any updates to the items I noted in the email from Wednesday, if you could please provide me with some of the details requested and timing of same that would be much appreciated.

Please let me know if there are any questions.

Thank you

Scott Semler | Account Manager Commercial Banking | **TD Business Banking**

10th Floor, 421-7<sup>th</sup> Avenue SW Calgary, Alberta, T2P 4K9

T: (403) 292-1885 | F: (403) 292-2863 | [scott.semler@td.com](mailto:scott.semler@td.com)

Internal

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**From:** Semler, Scott  
**Sent:** Wednesday, August 28, 2019 3:51 PM  
**To:** [safety@kingscargoexpress.com](mailto:safety@kingscargoexpress.com); [ss@kingscargo.com](mailto:ss@kingscargo.com)  
**Cc:** Doberstein, Kyle <[Kyle.Doberstein@td.com](mailto:Kyle.Doberstein@td.com)>  
**Subject:** Follow up to meeting with TD

Hi Sharanjit and Manu,

First of all thank you Manu for taking the time to meet with myself and Kyle last week and it was too bad that you couldn't make it Sharanjit. Hopefully getting things organized out East for the upcoming school year went well on your end.

As discussed with Manu, I'm sending a summary of the items discussed in the meeting and expectations going forward. I'll be the main contact going forward for Kings Cargo if you can please direct all enquiries to myself, I've also attached an updated Commercial Banking Team contact list to this email for you. Please let me know if you have any questions on this.

I work with the Financial Restructuring Group at TD Bank, based out of Calgary, AB and cover all of western Canada from BC to MB. Your banking relationship has been transferred to our group to be managed for the following reasons:

- Financial Statements are not being provided as agreed and in a format acceptable to the Bank (i.e. Accountant prepared financial statements within 120 days of FYE or April 30).
- RBC account has remained active since funding with TD and now BMO account is also being utilized.
- Deposits with returned items and excesses on the account.
- Operating line fully utilized since funding with TD Bank and limited fluctuation evident.
- Used operating line funds for owner/operator equipment leases, with operating line intended for financing working capital.

Given all of these issues in less than one year into a relationship with TD Bank we are requesting that you seek financing from another lender at this time. I'll follow with a formal notice letter by Friday this week outlining milestones and timeline to have the same completed by.

Please provide us with the following information:

- Accountant prepared Review Engagement fiscal year end December 31, 2018 financial statements (Manu advised that the same was expected to be completed this week).
- Please provide me with your lawyer for Kings Cargo Express Ltd. contact information.
- Equipment listing with the following; details of the assets, serial numbers and any related financing.
- Copy of the contract between the owner/operators for the funds being provided for down payments on equipment leases.
- Coy of the L.A.K.E.S. Leasing Corp. security documents given the general security agreement nature of their registration.
- All reporting including monthly reporting to continue to be provided to myself (as discussed the RBC account has now been closed, please include as monthly reporting until final statement in provided showing the same closed).
- Please provide year-to-date internal management prepared income statement and balance sheet for all entities.

Depending on how timely the above requested information can be provided, as well as the expected time to source other financing we may require having a Consultant from an accounting firm complete a 'looksee'. Which would provide the bank with clear guidance on what the security would be valued at.

Please let me know if you have any questions on this.

Thank you

Scott Semler | Account Manager Commercial Banking | **TD Business Banking**

10th Floor, 421-7<sup>th</sup> Avenue SW Calgary, Alberta, T2P 4K9

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*Thanks & Regards*

**MANU DHILLON**

☎ (204) 632-8000 Ext.1062, Fax : (204) 632-9000, Cell : **(204) 999-1425**

Toll-Free (800) 332-7001

✉: [safety@kingscargo.com](mailto:safety@kingscargo.com)



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Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



**COMMERCIAL BANKING**

Financial Restructuring Group  
TD Tower 10th Floor  
421 - 7th Avenue SW  
Calgary, Alberta T2P 4K9  
Telephone No. (403) 292-1885  
Fax No. (403) 292-2863

August 30<sup>th</sup>, 2019

Kings Cargo Express Ltd.  
1870 King Edward Street  
Winnipeg, Manitoba  
R2R 0Z9

RE: Kings Cargo Express Ltd. ("the Borrower")  
TD Bank ("the Bank")

Dear Mr. Singh,

The Bank is requesting the Borrower seek alternate financing sufficient to repay their full indebtedness to the Bank.

Accordingly, this letter will constitute formal notice by the Bank to the Borrower that the Borrower is requested to repay the full indebtedness to the Bank on or before **October 31<sup>st</sup>, 2019**. The Borrower is requested to provide an offer from an alternate lender in form and content satisfactory to the Bank, on or before **September 30<sup>th</sup>, 2019**.

It is a condition of the Bank providing the Borrower with this period of time within which to obtain alternate financing and to payout the Bank in full, that the Borrower shall continue to make their regular interest payments and shall otherwise comply with all of their ongoing commitments to the Bank, until such time as the Bank is repaid in full. If the Borrower's loan facilities are still outstanding with the Bank on **September 30<sup>th</sup>, 2019**, the interest rate on the operating line of credit will increase to **Prime + 3.50%** and the monthly administration fee will increase to **\$300**.

We remind you that the availability of all credit facilities to the company remains on a demand basis and nothing in this letter shall be construed as a waiver or acquiescence by the Bank of or to any subsisting or future defaults of the Borrowers or the Guarantors under the terms of their agreements with the Bank including all security granted and the Guarantees provided. The Bank expressly reserves all its rights in relation thereto. Nothing in this letter shall be construed as a waiver by the Bank of its rights to act in respect of such defaults in the future should the Bank consider it necessary or appropriate to preserve or protect its interests, all of which rights are expressly reserved.

If you require further clarification, please do not hesitate to contact the writer.

Yours truly,

Scott Semler  
Account Manager

Joe Seidel  
Associate Vice President

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SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, appearing to be 'J. Semler', written over a horizontal line.

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FOR THE PROVINCE OF ALBERTA

**COMMERCIAL BANKING**

Financial Restructuring Group  
TD Tower 10th Floor  
421 - 7th Avenue SW  
Calgary, Alberta T2P 4K9  
Telephone No. (403) 292-1885  
Fax No. (403) 292-2863

October 31<sup>st</sup>, 2019

Kings Cargo Express Ltd.  
1870 King Edward Street  
Winnipeg, Manitoba  
R2R 0Z9

RE: Kings Cargo Express Ltd. ("the Borrower")  
TD Bank ("the Bank")

Dear Mr. Singh,

As communicated by the Bank to the Borrower in the letter dated August 30<sup>th</sup>, 2019, the Bank has requested the Borrower seek alternate financing sufficient to repay their full indebtedness to the Bank by October 31, 2019.

Per discussion with the Borrower on October 31<sup>st</sup>, 2019 we understand that the Borrower is still in the process of obtaining financing from an alternate lender and to accommodate this request additional time is required. As such, we agree to grant an extension to our request to require payout in full by **November 30<sup>th</sup>, 2019**. A one-time monitoring fee of **\$2,000** will be collected for this accommodation on **November 1, 2019**.

Once again, it is a condition of the Bank providing the Borrower with this period of time within which to obtain alternate financing and to payout the Bank in full, that the Borrower shall continue to make their regular payments and shall otherwise comply with all of their ongoing commitments to the Bank, until such time as the Bank is repaid in full.

We remind you that the availability of all credit facilities to the company remains on a demand basis and nothing in this letter shall be construed as a waiver or acquiescence by the Bank of or to any subsisting or future defaults of the Borrowers or the Guarantors under the terms of their agreements with the Bank including all security granted and the Guarantees provided. The Bank expressly reserves all its rights in relation thereto. Nothing in this letter shall be construed as a waiver by the Bank of its rights to act in respect of such defaults in the future should the Bank consider it necessary or appropriate to preserve or protect its interests, all of which rights are expressly reserved.

If you require further clarification, please do not hesitate to contact the writer.

Yours truly,

Scott Semler  
Account Manager

Joe Seidel  
Associate Vice President

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SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
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This **Guarantee** is made as of the 19<sup>th</sup> day of March, 2018.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of KINGS CARGO EXPRESS LTD.  
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

**NOW THEREFORE**, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

**1. Obligations Guaranteed**

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

**2. Extent of Guarantor's Liability**

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

**3. Indemnity/Primary Obligation**

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

**4. Nature of Guarantor's Liability**

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constituting documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

## **5. Continuing Guarantee**

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

## **6. Demand for Payment**

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.



**7. Interest**

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

**8. State of Account**

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

**9. Application of Moneys Received**

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

**10. No Set-off or Counterclaim**

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

**11. Exhausting Recourse**

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

**12. No Representations**

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

**13. Postponement and Assignment**

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

**14. Subrogation**

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

## **15. Bankruptcy of Customer**

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

## **16. Costs and Expenses**

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

## **17. Other Guarantees and Security**

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

## **18. Amendment and Waivers**

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

## **19. Discharge**

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

## **20. General**

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.



This Guarantee shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)


Per: \_\_\_\_\_  
(authorized signature)

[Name of Guarantor]

Per: \_\_\_\_\_  
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

**Personal Guarantee**

Signature of Guarantor: 

Print name: Sharanjit Singh

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_

**Personal Guarantee**

Signature of Guarantor: \_\_\_\_\_

Print name: \_\_\_\_\_



I HEREBY CERTIFY THAT:

1. \_\_\_\_\_,  
the guarantor in the guarantee dated \_\_\_\_\_  
made between \_\_\_\_\_  
\_\_\_\_\_ and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that  
he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_,  
Barrister and Solicitor at the \_\_\_\_\_ of \_\_\_\_\_,  
in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

**STATEMENT OF GUARANTOR**

I am the person named in this certificate.

\_\_\_\_\_  
Signature of Guarantor



ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_ of \_\_\_\_\_ in the province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between The Toronto-Dominion Bank and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN  
AND FOR \_\_\_\_\_

STATEMENT OF GUARANTOR

I am the person named in this certificate.

\_\_\_\_\_  
Signature of Guarantor

THIS IS EXHIBIT "24"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

**TD COMMERCIAL BANKING**  
Financial Restructuring Group  
TD Tower 10th Floor  
421 - 7th Avenue SW  
Calgary, Alberta T2P 4K9  
Telephone No. (403) 292-1885  
Fax No. (403) 292-2863

April 20<sup>th</sup>, 2020

Kings Cargo Express Ltd.  
1870 King Edward Street  
Winnipeg, Manitoba  
R2R 0Z9

RE: Kings Cargo Express Ltd. ("the Borrower")  
TD Bank ("the Bank")

Dear Mr. Singh,

The Bank is requesting the Borrower seek alternate financing sufficient to repay their full indebtedness to the Bank.

Accordingly, this letter will constitute formal notice by the Bank to the Borrower that the Borrower is requested to repay the full indebtedness to the Bank on or before **July 18, 2020**. The Borrower is requested to provide an offer from an alternate lender in form and content satisfactory to the Bank, on or before **May 20<sup>th</sup>, 2020**.

It is a condition of the Bank providing the Borrower with this period of time within which to obtain alternate financing and to payout the Bank in full, that the Borrower shall continue to make their regular interest payments and shall otherwise comply with all of their ongoing commitments to the Bank, until such time as the Bank is repaid in full. If the Borrower fails to provide an offer from an alternate lender in form and content satisfactory to the Bank, on or before **May 20<sup>th</sup>, 2020**, the interest rate on the operating line of credit will increase to **Prime + 4.50%**.

We remind you that the availability of all credit facilities to the company remains on a demand basis and nothing in this letter shall be construed as a waiver or acquiescence by the Bank of or to any subsisting or future defaults of the Borrowers or the Guarantors under the terms of their agreements with the Bank including all security granted and the Guarantees provided. The Bank expressly reserves all its rights in relation thereto. Nothing in this letter shall be construed as a waiver by the Bank of its rights to act in respect of such defaults in the future should the Bank consider it necessary or appropriate to preserve or protect its interests, all of which rights are expressly reserved.

If you require further clarification, please do not hesitate to contact the writer.

Yours truly,



Scott Semler  
Account Manager



Joe Seidel  
Associate Vice President

THIS IS EXHIBIT "25"  
REFERRED TO IN THE AFFIDAVIT OF  
SCOTT SENLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

**TD COMMERCIAL BANKING**  
Financial Restructuring Group  
TD Tower 10th Floor  
421 - 7th Avenue SW  
Calgary, Alberta T2P 4K9  
Telephone No. (403) 292-1885  
Fax No. (403) 292-2863

**May 22<sup>nd</sup>, 2020**

**Kings Cargo Express Ltd.  
1870 King Edward Street  
Winnipeg, Manitoba  
R2R 0Z9**

**RE: Kings Cargo Express Ltd. ("the Borrower")  
TD Bank ("the Bank")**

Dear Mr. Singh,

As communicated by the Bank to the Borrower in the letter dated **April 22, 2020**, the Bank has requested the Borrower seek alternate financing sufficient to repay their full indebtedness to the Bank by **July 21<sup>st</sup>, 2020**.

Per our discussion on Wednesday May 20, 2020 we understand that the Borrower is still in the process of obtaining financing from an alternate lender and to accommodate this request additional time is required. As such, we agree to grant an extension to our request to require payout in full by **August 20, 2020**. A one-time extension fee of **\$1,000** will be collected for this accommodation.

It is a condition of the Bank providing the Borrower with this period of time within which to obtain alternate financing and to payout the Bank in full, that the Borrower shall continue to make their regular interest payments and shall otherwise comply with all of their ongoing commitments to the Bank, until such time as the Bank is repaid in full. If the Borrower fails to provide an offer from an alternate lender in form and content satisfactory to the Bank, on or before **June 21<sup>st</sup>, 2020**, the interest rate on the operating line of credit will increase to **Prime + 4.50%**.

We remind you that the availability of all credit facilities to the company remains on a demand basis and nothing in this letter shall be construed as a waiver or acquiescence by the Bank of or to any subsisting or future defaults of the Borrowers or the Guarantors under the terms of their agreements with the Bank including all security granted and the Guarantees provided. The Bank expressly reserves all its rights in relation thereto. Nothing in this letter shall be construed as a waiver by the Bank of its rights to act in respect of such defaults in the future should the Bank consider it necessary or appropriate to preserve or protect its interests, all of which rights are expressly reserved.

If you require further clarification, please do not hesitate to contact the writer.

Yours truly,



Scott Semler  
Account Manager

THIS IS EXHIBIT "20"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, appearing to be 'J. Semler', written over a horizontal line.

\*NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



**TD COMMERCIAL BANKING**  
Financial Restructuring Group  
TD Tower 10th Floor  
421 - 7th Avenue SW  
Calgary, Alberta T2P 4K9  
Telephone No. (403) 292-1885  
Fax No. (403) 292-2863

July 7, 2020

Kings Cargo Express Ltd.  
1870 King Edward Street  
Winnipeg, Manitoba  
R2R 0Z9

RE: Kings Cargo Express Ltd. ("the Borrower")  
TD Bank ("the Bank")

Dear Mr. Singh,

As communicated by the Bank to the Borrower in the letter dated **April 22, 2020** and subsequent letter dated **May 22, 2020**, the Bank has requested the Borrower seek alternate financing sufficient to repay their full indebtedness to the Bank by **July 21<sup>st</sup>, 2020**.

Per our discussion and email correspondence dated June 25, 2020 we understand that the Borrower is still in the process of obtaining financing from an alternate lender and to accommodate this request additional time is required. As such, the Borrower has agreed to make a deposit and permanent reduction to the operating line limit of **\$150,000 on June 30, 2020** and an additional **\$150,000 by July 31, 2020**. Given this, we agree to grant an extension to our request to require payout in full until **September 30, 2020**.

It is a condition of the Bank providing the Borrower with this period of time within which to obtain alternate financing and to payout the Bank in full, that the Borrower shall continue to make their regular interest payments and shall otherwise comply with all of their ongoing commitments to the Bank, until such time as the Bank is repaid in full. If the Borrower fails to provide an offer from an alternate lender in form and content satisfactory to the Bank, on or before **August 31<sup>st</sup>, 2020**, the interest rate on the operating line of credit will increase to **Prime + 4.50%**.

We remind you that the availability of all credit facilities to the company remains on a demand basis and nothing in this letter shall be construed as a waiver or acquiescence by the Bank of or to any subsisting or future defaults of the Borrowers or the Guarantors under the terms of their agreements with the Bank including all security granted and the Guarantees provided. The Bank expressly reserves all its rights in relation thereto. Nothing in this letter shall be construed as a waiver by the Bank of its rights to act in respect of such defaults in the future should the Bank consider it necessary or appropriate to preserve or protect its interests, all of which rights are expressly reserved.

If you require further clarification, please do not hesitate to contact the writer.

Yours truly,



Scott Semler  
Account Manager


  
Joe Seidel  
Associate Vice President

THIS IS EXHIBIT "27"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

## Schop, Michelle

---

**From:** Gabor, Sam <sam.gabor@dentons.com>  
**Sent:** 24-Sep-20 1:53 PM  
**To:** Gabor, Sam  
**Subject:** FW: Regarding Kings Cargo



### Sam Gabor

Senior Associate and Trademark Agent

Visit the [New Dynamic Hub](#), available to our clients and communities as part of the commitment that Dentons, the world's largest law firm, is making across 75+ countries, to address accelerating change resulting from the pandemic.

D +1 403 268 3048  
[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)  
[Bio](#) | [Website](#)

Dentons Canada LLP  
15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

[Rattagan Macchiavello Arocena](#) > [Jiménez de Aréchaga, Viana & Brause](#) > [Lee International](#) > [Kensington Swan](#) > [Bingham Greenebaum](#) > [Cohen & Grigsby](#) > [Sayarh & Menjra](#) > [Larraín Rencoret](#) > [Hamilton Harrison & Mathews](#) > [Mardemootoo Balgobin](#) > [HPRP](#) > [Zain & Co.](#) > [Delany Law](#) > [Dinner Martin](#) > For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](https://dentons.com/legacyfirms)

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---

**From:** Semler, Scott  
**Sent:** Wednesday, July 8, 2020 10:35 AM  
**To:** Sharanjit Singh <[ss@kingscargo.com](mailto:ss@kingscargo.com)>  
**Subject:** RE: Regarding Kings Cargo

Hi Sharanjit,

There clearly continues to be a communication issue, as this was exactly what I was saying could not happen even with the \$300,000 reduction.

The last year end statements were just completed, this is the time you need to be aggressively seeking refinancing. Waiting until next year end of December 31, 2020, would then mean waiting for the accountant financial statements that take 3-4 months and all of a sudden we're a whole year later for refinancing.

Given your guidance below that you do not agree to the next operating line reduction and efforts for refinancing as detailed in the letter I'll be engaging external legal counsel and requesting that demands be issued. I would advise that you should also engage legal counsel to discuss next steps and receive guidance on the same.

Please let me know if you have any questions.

Thank you

Scott Semler | Account Manager Commercial Banking | TD Business Banking  
10th Floor, 421-7<sup>th</sup> Avenue SW Calgary, Alberta, T2P 4K9  
T: (403) 292-1885 | F: (403) 292-2863 | [scott.semmler@td.com](mailto:scott.semmler@td.com)

**From:** Sharanjit Singh <[ss@kingscargo.com](mailto:ss@kingscargo.com)>

**Sent:** Tuesday, July 7, 2020 6:50 PM

**To:** Semler, Scott <[Scott.Semmler@td.com](mailto:Scott.Semmler@td.com)>

**Subject:** Re: Regarding Kings Cargo

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST  
TION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CON

Good evening Scott

Our year end is December. I agreed on to borrow 300,000 and deposit into this account to get these months so I can finance from some other bank . Saleem told me if I borrow 300,000 from my friends and down my line then Scott is giving us time to go to other bank after our year end .

This letter says I got time till September. Or I didn't understand what you trying to say. This is not i agreed on . I am not going to borrow 300,000 thousand dollars for get extra 60 days . If you in my position you won't do it either. I want to keep running this company and willing to pay your money back that is why I borrowed that money from market but if you guys want to pay all in full in 2 months. I won't borrow money from anyone.

Please let me know what you guys decided .

Thank you

On Tue, Jul 7, 2020, 5:42 PM Semler, Scott <[Scott.Semmler@td.com](mailto:Scott.Semmler@td.com)> wrote:

Hi Sharanjit,

Please find attached extension letter as discussed.

Please keep me posted on timing to have the \$150,000 deposit completed and operating line reduced by July 31, 2020.

I'd also appreciate regular updates on any discussions with other lenders and progress made with refinancing.

Please let me know if you have any questions.

Thank you

Scott Semler | Account Manager Commercial Banking | [TD Business Banking](#)

10th Floor, 421-7<sup>th</sup> Avenue SW Calgary, Alberta, T2P 4K9

T: (403) 292-1885 | F: (403) 292-2863 | [scott.semmler@td.com](mailto:scott.semmler@td.com)

Internal

Internal

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**From:** [ss@kingscargo.com](mailto:ss@kingscargo.com) <[ss@kingscargo.com](mailto:ss@kingscargo.com)>

**Sent:** Thursday, June 25, 2020 4:59 PM

**To:** Semler, Scott <[Scott.Semmler@td.com](mailto:Scott.Semmler@td.com)>

**Subject:** RE: Regarding Kings Cargo

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST  
TION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Okay,

Thanks Scott.

---

**From:** Semler, Scott <[Scott.Semmler@td.com](mailto:Scott.Semmler@td.com)>

**Sent:** June 25, 2020 3:11 PM

**To:** [ss@kingscargo.com](mailto:ss@kingscargo.com)

**Subject:** RE: Regarding Kings Cargo

Thank you Sharanjit. I'll get back to you on Monday if I get approval to proceed with this to provide time and we can discuss the next steps.

Scott Semler | Account Manager Commercial Banking | [TD Business Banking](#)

10th Floor, 421-7<sup>th</sup> Avenue SW Calgary, Alberta, T2P 4K9

T: (403) 292-1885 | F: (403) 292-2863 | [scott.semmler@td.com](mailto:scott.semmler@td.com)

Internal

---

**From:** [ss@kingscargo.com](mailto:ss@kingscargo.com) <[ss@kingscargo.com](mailto:ss@kingscargo.com)>

**Sent:** Thursday, June 25, 2020 12:01 PM

**To:** Semler, Scott <[Scott.Semmler@td.com](mailto:Scott.Semmler@td.com)>

**Cc:** 'saleem' <[canadaca@bellnet.ca](mailto:canadaca@bellnet.ca)>

**Subject:** Regarding Kings Cargo

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST  
TION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Good Afternoon Scott,

As you have discussion with Mr. Saleem yesterday and I have spoke to him, I am assuring you that I will deposit \$150,000 before June 30, 2020 in operating line and I will deposit another \$150,000 in operating line before July 31, 2020. Parallely we are keep working to move our finance to another banking institution at top priority and keep posting you about the progress. I wish I could deposit more money in operating line but its all depends on how the industry come back from the real loss of COVID19.

Also, This is my humble request to you that please do not put more burden on me by increasing the interest rate or extra charges in form of fixed payment because I am not in the position to afford these extra expences.

Thank you so much for your kind cooperation, It's really appreciable, it means a lot for me.

Regards,

Sharanjit Singh

Cell : (204) 894-1146

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THIS IS EXHIBIT "28"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA





**Derek Pontin**  
Partner  
derek.pontin@dentons.com  
D +1 403 268 6301

Dentons Canada LLP  
15th Floor, Bankers Court  
850-2nd Street SW  
Calgary, AB, Canada T2P 0R8

dentons.com

July 20, 2020

File No.: 127469-1532

**SENT VIA E-MAIL AND COURIER [ss@kingscargo.com]**

Kings Cargo Express Ltd.  
11 Raphael St  
Winnipeg, Manitoba  
R3T 2P6

To Whom it May Concern:

**Re: Obligations of Kings Cargo Express Ltd. (the "Debtor") to The Toronto-Dominion Bank (the "Lender")**

We are counsel to the Lender in connection with the credit facilities outstanding between the Debtor and the Lender. Reference is made to the credit facility documentation and security set out in Schedule "A" to this letter (hereafter, the "**Facility Documents**").

Advances have been made to the Debtor by the Lender under the Facility Documents. The Debtor is presently indebted to the Lender, as at July 15, 2020, as follows:

|                       |                |
|-----------------------|----------------|
| <b>Operating Line</b> |                |
| Principal Outstanding | \$1,913,000.00 |
| Interest Outstanding  | \$4,848.51     |
| <b>Term Loan</b>      |                |
| Principal Outstanding | \$232,147.97   |
| Interest Outstanding  | \$758.39       |
| Per Diem              | \$34.47        |
| <b>Visa card</b>      |                |
| Principal Outstanding | \$49,092.69    |

(collectively, the "**Indebtedness**").

The Debtor is obligated under the Facility Documents to repay the Indebtedness to the Lender upon demand after default. The Debtor is in default of the Facility Documents. Among other things, the Debtor has failed to prepare annual financial statements within the required timelines, has repeatedly made late payments towards its indebtedness, has failed to maintain the required debt service coverage, and has created borrowing base shortfalls. **Demand is hereby made on the Debtor for repayment of the Indebtedness. As of July 15, 2020, the Indebtedness equals \$2,199,882.03, plus ongoing interest and fees, plus costs (including all legal costs on a solicitor and its own client full indemnity basis).**

Rattagan Macchiavello Arocena ► Jiménez de Aréchaga, Viana & Brause ► Lee International ► Kensington Swan ► Bingham Greenebaum ► Cohen & Grigsby ► Sayarh & Menjra ► Larrain Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin ► For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](https://www.dentons.com/legacyfirms)

The Indebtedness will continue to accrue interest at the rates agreed and to accrue costs and fees, all of which the Debtor is responsible for, until payment of all amounts owing is received. At the time of payment, you must contact the Lender to confirm the exact amount owing, inclusive of all interest and costs. Payment may be made by providing either a certified cheque or bank draft to the following address:

The Toronto-Dominion Bank  
c/o Dentons Canada LLP, in Trust  
1500-850 2 Street SW  
Calgary, AB T2P 0R8  
Attention: Derek Pontin

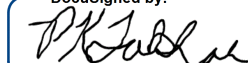
**Full payment of the Indebtedness must be made by close of business on July 30, 2020.** If full payment is not received, the Lender will take whatever steps it deems appropriate to seek repayment of such amounts, including, but not limited to, enforcing its security and/or filing claims in a Court of competent jurisdiction. The Lender reserves its rights to proceed against the Debtor: (a) prior to the time stipulated above in the event that it determines that its position is further jeopardized; and (b) any time, or from time to time, after any dates stipulated above have passed, and in any case without the necessity of serving a new demand for payment.

Enclosed with this letter for service upon the Debtor is a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten-day notice period, please provide your consent to early enforcement of the Lender's security by executing the consent and waiver attached to the NOI.

Yours truly,

**Dentons Canada LLP**

For:

DocuSigned by:  
  
989B6BF40CA84D0...

Derek Pontin  
Partner

DMP/pt



**Derek Pontin**  
Partner  
derek.pontin@dentons.com  
D +1 403 268 6301

Dentons Canada LLP  
15th Floor, Bankers Court  
850-2nd Street SW  
Calgary, AB, Canada T2P 0R8

dentons.com

## **SCHEDULE "A"**

### **FACILITY DOCUMENTS**

The Lender intends to rely upon all of its agreements and security provided by Kings Cargo Express Ltd. and related parties including, but not limited to, the following:

Business Loan Credit Agreement between The Toronto-Dominion Bank and Kings Cargo Express Ltd. ("**Kings**"), dated March 9, 2018

Amending Agreement, dated November 13, 2018

General Security Agreement provided by Kings, dated March 19, 2018 charging all present and after acquired personal property

General Security Agreement provided by Canada Cargo Lines Ltd. ("**Canada**"), dated March 19, 2018 charging all present and after acquired personal property

Assignment of Fire Insurance/Certificate of Property Insurance, dated March 19, 2018

Unlimited Guarantee, dated March 19, 2018 provided by Canada in support of the indebtedness of Kings

Unlimited Guarantee, dated March 19, 2018 provided by Sharanjit Singh ("**Sharanjit**") in support of the indebtedness of Kings

Unlimited Guarantee dated March 19, 2018 provided by Manjinder Singh Rehal in support of the indebtedness of Kings

Postponement and Assignment of Claim, dated March 19, 2019 provided by Sharanjit related to the indebtedness of Kings

Postponement and Assignment of Claim, dated March 19, 2019 provided by Sharanjit related to the indebtedness of Canada

all as have been or may be amended from time to time.

FORM 86

Notice of Intention to Enforce a Security  
(Rule 124)

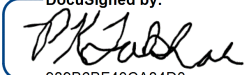
To: Kings Cargo Express Ltd., an insolvent person

Take notice that:

1. The Toronto-Dominion Bank (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:
  - (a) All present and after-acquired personal property of the insolvent person;
  - (b) All proceeds of the foregoing collateral.
2. The security that is to be enforced is a General Security Agreement, dated March 19, 2018 (the "**Security**").
3. The total amount of indebtedness secured by the Security as of July 15, 2020 is \$2,199,882.03, plus all further accruing interest and all costs, plus all legal costs on a solicitor and own client, full indemnity basis.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Calgary, Alberta, this 20<sup>th</sup> day of July, 2020.

For :

DocuSigned by:  
  
989B6BF40CA84D0...

Dentons Canada LLP, Solicitors for  
The Toronto-Dominion Bank  
Per: Derek Pontin

## **CONSENT AND WAIVER**

**WE THE UNDERSIGNED** hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**KINGS CARGO EXPRESS LTD.**

Per: \_\_\_\_\_

Name:

Position:

THIS IS EXHIBIT "29"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



Derek Pontin

Derek.pontin@dentons.com  
D +1 403 268 6301

Dentons Canada LLP  
15th Floor, Bankers Court  
850-2nd Street SW  
Calgary, AB, Canada T2P 0R8

dentons.com

July 20, 2020

File No.: 127469-1532

**DELIVERED VIA EMAIL AND COURIER [SS@KINGSCARGO.COM]**

Canada Cargo Lines Ltd.  
Unit B, 1870 King Edward St  
Winnipeg, MB  
R2R 0Z9

**RE: Guarantee of Obligations of Kings Cargo Express Ltd. (the "Debtor") to  
The Toronto-Dominion Bank (the "Lender") by Canada Cargo Lines Ltd.  
(the "Guarantor")  
Our File No. 127469-1532**

We are counsel to the Lender in connection with the credit facilities outstanding between the Debtor and the Lender. Reference is made to the credit facility documentation set out in Schedule "A" to this letter (hereafter, the "**Facility Documents**"). Advances have been made to the Debtor by the Lender under the Facility Documents.

The Debtor is in default of the Facility Documents. Among other things, the Debtor has failed to prepare annual financial statements within the required timelines, has repeatedly made late payments towards its indebtedness, has failed to maintain the required debt service coverage, and has created borrowing base shortfalls.

Demand has been made by the Lender upon the Debtor for repayment of its indebtedness. A copy of this demand is enclosed for your reference.

Reference is made to the guarantee provided by the Guarantor in favour of the Lender, in support of the repayment of the Debtor's indebtedness, being specifically the unlimited guarantee dated March 19, 2018 in support of the indebtedness of the Debtor (the "**Guarantee**"). Under the Guarantee, the Guarantor agreed to repay to the Lender on demand all obligations of the Debtor to the Lender, plus the costs and expenses of the Lender in enforcing the Guarantee (including all legal costs on a solicitor and own client full indemnity basis), and interest as set out in the Guarantee.

Pursuant to the Guarantee, the Guarantor assigned to the Lender any indebtedness owing to the Guarantor by the Debtor.

The amounts owing under the Guarantee are payable upon demand. **Pursuant to the Guarantee, demand is hereby made upon the Guarantor for payment in the amount of \$2,199,882.03, plus interest and all costs, being the aggregate of the amounts as are provided for under the Guarantee (the "Indebtedness").**

Please note that your obligations under the Guarantee will continue to accrue interest at the rates agreed and to accrue costs, all of which you will be responsible for, until payment of all amounts owing is received. At the time of payment, you must contact the Lender to confirm the exact amount owing, inclusive of all

interest and costs. Payment may be made by providing either a certified cheque or bank draft to the following address:

The Toronto-Dominion Bank  
c/o Dentons Canada LLP, in Trust  
1500-850 2 Street SW  
Calgary, AB T2P 0R8  
Attention: Derek Pontin

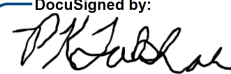
**Full payment of the Indebtedness must be made by close of business on July 30, 2020.** If full payment is not received, the Lender will take whatever steps it deems appropriate to seek repayment of such amounts.

The Lender reserves its rights to proceed against the Guarantor: (a) prior to the time stipulated above in the event that it determines that its position is further jeopardized; and (b) any time, or from time to time, after any dates stipulated above have passed, and in any case without the necessity of serving a new demand for payment.

Enclosed with this letter for service upon the Guarantor is a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten day notice period, please provide your consent to early enforcement of the Lender's security by executing the consent and waiver attached to the NOI.

Yours truly,  
**Dentons Canada LLP**

For:

DocuSigned by:  
  
989B6BF40CA84D0...

Derek Pontin  
Partner

DMP/pt

c.c. (via email) - Client





Derek Pontin

Derek.pontin@dentons.com  
D +1 403 268 6301

Dentons Canada LLP  
15th Floor, Bankers Court  
850-2nd Street SW  
Calgary, AB, Canada T2P 0R8

dentons.com

## **SCHEDULE "A"**

### **FACILITY DOCUMENTS**

The Lender intends to rely upon all of its agreements and security provided by Kings Cargo Express Ltd. and related parties including, but not limited to, the following:

Business Loan Credit Agreement between The Toronto-Dominion Bank and Kings Cargo Express Ltd. ("**Kings**"), dated March 9, 2018

Amending Agreement, dated November 13, 2018

General Security Agreement provided by Kings, dated March 19, 2018 charging all present and after acquired personal property

General Security Agreement provided by Canada Cargo Lines Ltd. ("**Canada**"), dated March 19, 2018 charging all present and after acquired personal property

Assignment of Fire Insurance/Certificate of Property Insurance, dated March 19, 2018

Unlimited Guarantee, dated March 19, 2018 provided by Canada in support of the indebtedness of Kings

Unlimited Guarantee, dated March 19, 2018 provided by Sharanjit Singh ("**Sharanjit**") in support of the indebtedness of Kings

Unlimited Guarantee dated March 19, 2018 provided by Manjinder Singh Rehal in support of the indebtedness of Kings

Postponement and Assignment of Claim, dated March 19, 2019 provided by Sharanjit related to the indebtedness of Kings

Postponement and Assignment of Claim, dated March 19, 2019 provided by Sharanjit related to the indebtedness of Canada

all as have been or may be amended from time to time.

FORM 86

Notice of Intention to Enforce a Security  
(Rule 124)

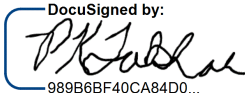
To: Canada Cargo Lines Ltd., an insolvent person

Take notice that:

1. The Toronto-Dominion Bank (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:
  - (a) All present and after-acquired personal property of the insolvent person;
  - (b) All proceeds of the foregoing collateral.
2. The security that is to be enforced is the following:
  - (a) General Security Agreement, dated March 19, 2018; and
  - (b) Unlimited Guarantee, dated March 19, 2018;

(collectively, the "**Security**").
3. The total amount of indebtedness secured by the Security as of July 15, 2020 is \$2,199,882.03, plus all further accruing interest and all costs, including legal costs on a solicitor and own client, full indemnity basis.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Calgary, Alberta, this 20<sup>th</sup> day of July, 2020.

For: 

Dentons Canada LLP, Solicitors for  
The Toronto-Dominion Bank  
Per: Derek Pontin

## **CONSENT AND WAIVER**

**WE THE UNDERSIGNED** hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CANADA CARGO LINES LTD.**

Per: \_\_\_\_\_

Name:

Position:



**Derek Pontin**  
Partner  
derek.pontin@dentons.com  
D +1 403 268 6301

Dentons Canada LLP  
15th Floor, Bankers Court  
850-2nd Street SW  
Calgary, AB, Canada T2P 0R8

dentons.com

**COPY**

July 20, 2020

File No.: 127469-1532

**SENT VIA E-MAIL AND COURIER [ss@kingscargo.com]**

Kings Cargo Express Ltd.  
11 Raphael St  
Winnipeg, Manitoba  
R3T 2P6

To Whom it May Concern:

**Re: Obligations of Kings Cargo Express Ltd. (the "Debtor") to The Toronto-Dominion Bank (the "Lender")**

We are counsel to the Lender in connection with the credit facilities outstanding between the Debtor and the Lender. Reference is made to the credit facility documentation and security set out in Schedule "A" to this letter (hereafter, the "**Facility Documents**").

Advances have been made to the Debtor by the Lender under the Facility Documents. The Debtor is presently indebted to the Lender, as at July 15, 2020, as follows:

|                       |                |
|-----------------------|----------------|
| <b>Operating Line</b> |                |
| Principal Outstanding | \$1,913,000.00 |
| Interest Outstanding  | \$4,848.51     |
| <b>Term Loan</b>      |                |
| Principal Outstanding | \$232,147.97   |
| Interest Outstanding  | \$758.39       |
| Per Diem              | \$34.47        |
| <b>Visa card</b>      |                |
| Principal Outstanding | \$49,092.69    |

(collectively, the "**Indebtedness**").

The Debtor is obligated under the Facility Documents to repay the Indebtedness to the Lender upon demand after default. The Debtor is in default of the Facility Documents. Among other things, the Debtor has failed to prepare annual financial statements within the required timelines, has repeatedly made late payments towards its indebtedness, has failed to maintain the required debt service coverage, and has created borrowing base shortfalls. **Demand is hereby made on the Debtor for repayment of the Indebtedness. As of July 15, 2020, the Indebtedness equals \$2,199,882.03, plus ongoing interest and fees, plus costs (including all legal costs on a solicitor and its own client full indemnity basis).**

Rattagan Macchiavello Arocena ► Jiménez de Aréchaga, Viana & Brause ► Lee International ► Kensington Swan ► Bingham Greenebaum ► Cohen & Grigsby ► Sayarh & Menjra ► Larrain Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin ► For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](http://dentons.com/legacyfirms)

The Indebtedness will continue to accrue interest at the rates agreed and to accrue costs and fees, all of which the Debtor is responsible for, until payment of all amounts owing is received. At the time of payment, you must contact the Lender to confirm the exact amount owing, inclusive of all interest and costs. Payment may be made by providing either a certified cheque or bank draft to the following address:

The Toronto-Dominion Bank  
c/o Dentons Canada LLP, in Trust  
1500-850 2 Street SW  
Calgary, AB T2P 0R8  
Attention: Derek Pontin

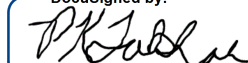
**Full payment of the Indebtedness must be made by close of business on July 30, 2020.** If full payment is not received, the Lender will take whatever steps it deems appropriate to seek repayment of such amounts, including, but not limited to, enforcing its security and/or filing claims in a Court of competent jurisdiction. The Lender reserves its rights to proceed against the Debtor: (a) prior to the time stipulated above in the event that it determines that its position is further jeopardized; and (b) any time, or from time to time, after any dates stipulated above have passed, and in any case without the necessity of serving a new demand for payment.

Enclosed with this letter for service upon the Debtor is a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten-day notice period, please provide your consent to early enforcement of the Lender's security by executing the consent and waiver attached to the NOI.

Yours truly,

**Dentons Canada LLP**

For:

DocuSigned by:  
  
989B6BF40CA84D0...

Derek Pontin  
Partner

DMP/pt



**Derek Pontin**  
Partner

derek.pontin@dentons.com  
D +1 403 268 6301

Dentons Canada LLP  
15th Floor, Bankers Court  
850-2nd Street SW  
Calgary, AB, Canada T2P 0R8

dentons.com

## **SCHEDULE "A"**

### **FACILITY DOCUMENTS**

The Lender intends to rely upon all of its agreements and security provided by Kings Cargo Express Ltd. and related parties including, but not limited to, the following:

Business Loan Credit Agreement between The Toronto-Dominion Bank and Kings Cargo Express Ltd. ("**Kings**"), dated March 9, 2018

Amending Agreement, dated November 13, 2018

General Security Agreement provided by Kings, dated March 19, 2018 charging all present and after acquired personal property

General Security Agreement provided by Canada Cargo Lines Ltd. ("**Canada**"), dated March 19, 2018 charging all present and after acquired personal property

Assignment of Fire Insurance/Certificate of Property Insurance, dated March 19, 2018

Unlimited Guarantee, dated March 19, 2018 provided by Canada in support of the indebtedness of Kings

Unlimited Guarantee, dated March 19, 2018 provided by Sharanjit Singh ("**Sharanjit**") in support of the indebtedness of Kings

Unlimited Guarantee dated March 19, 2018 provided by Manjinder Singh Rehal in support of the indebtedness of Kings

Postponement and Assignment of Claim, dated March 19, 2019 provided by Sharanjit related to the indebtedness of Kings

Postponement and Assignment of Claim, dated March 19, 2019 provided by Sharanjit related to the indebtedness of Canada

all as have been or may be amended from time to time.

FORM 86

Notice of Intention to Enforce a Security  
(Rule 124)

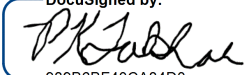
To: Kings Cargo Express Ltd., an insolvent person

Take notice that:

1. The Toronto-Dominion Bank (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:
  - (a) All present and after-acquired personal property of the insolvent person;
  - (b) All proceeds of the foregoing collateral.
2. The security that is to be enforced is a General Security Agreement, dated March 19, 2018 (the "**Security**").
3. The total amount of indebtedness secured by the Security as of July 15, 2020 is \$2,199,882.03, plus all further accruing interest and all costs, plus all legal costs on a solicitor and own client, full indemnity basis.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Calgary, Alberta, this 20<sup>th</sup> day of July, 2020.

For :

DocuSigned by:  
  
989B6BF40CA84D0...

Dentons Canada LLP, Solicitors for  
The Toronto-Dominion Bank  
Per: Derek Pontin

## **CONSENT AND WAIVER**

**WE THE UNDERSIGNED** hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**KINGS CARGO EXPRESS LTD.**

Per: \_\_\_\_\_

Name:

Position:





## Tracking number

1011619380426A35

Check delivery progress

Shipping service: Xpresspost

Reference number 1: 137A09-1823

Reference number 2: DMP

Delivery standard: July 22

## Delivery progress

| Date    | Time     | Location     | Progress  | Post office |
|---------|----------|--------------|---|-------------|
| July 27 | 8:17 am  | CALGARY, AB  | The item was successfully returned to the sender.                         |             |
| July 27 | 7:29 am  | CALGARY, AB  | The item being returned to the sender went out for delivery.              |             |
| July 27 | 7:29 am  | CALGARY, AB  | The item being returned to the sender went out for delivery.              |             |
| July 27 | 6:20 am  | CALGARY, AB  | The item being returned to the sender went out for delivery.              |             |
| July 24 | 10:31 am | CALGARY, AB  | Item being returned rescheduled for delivery next business day.           |             |
| July 24 | 8:24 am  | CALGARY, AB  | Item processed.   |             |
| July 24 | 5:52 am  | CALGARY, AB  | Item processed.   |             |
| July 23 | 5:33 pm  | WINNIPEG, MB | Item processed.   |             |
| July 23 | 11:33 am | WINNIPEG, MB | Item has been returned and is enroute to the Sender.                      |             |
| July 22 | 1:42 pm  | WINNIPEG, MB | Recipient not located at address provided. Item being returned to sender. |             |
| July 22 | 9:44 am  | WINNIPEG, MB | Item out for delivery.  |             |
| July 22 | 5:11 am  | WINNIPEG, MB | Item processed.   |             |
| July 22 | 3:47 am  | WINNIPEG, MB | Item departed.  |             |
| July 22 | 3:23 am  | WINNIPEG, MB | Item processed.   |             |
| July 21 | 3:28 pm  | CALGARY, AB  | Shipment received at originating postal facility.                         |             |
| July 21 |          |              | Electronic information submitted by shipper.                              |             |

## Features and options

Signatures Required on Return

Signatures Required



1

**Xpresspost** <sup>TM/MC</sup>

**YWG**

TO: / A:

CANADA CARGO LINES LTD.  
UNIT B  
1870 KING EDWARD ST.  
WINNIPEG MB R2R 0Z9

*NOTED  
1- YWG*



RTS  
RAE

1

**Xpresspost** <sup>TM/MC</sup>

SIGNATURE

**T2P 0R8**



TRACKING NUMBER

1011 6193 8042 6435

N° DE REPERAGE

Reason: Unknown | Raison: Inconnu

1011 6193 8042 6435

N° DE REPERAGE

Sender warrants that this item does not contain non-mailable matter.  
L'expéditeur garantit que cet envoi ne contient pas d'objet inadmissible.

FROM: / DE

Dentons Canada LLP  
1500 Bankers Court  
850 - 2nd Street SW  
Calgary AB T2P 0R8

0.120  
KG VE/EV

MANIFEST NOT REQ  
MANIFESTE NON REQ

EST-O/OEE-O V2006.0.615 SPEC 3696 V2

P/F: 1011619 **CC**

PIN / NIP: 1011 6193 8042 6435  
Ref./Réf. 1: 127469-1532  
Ref./Réf. 2: DMP

Order No.: / N° d'commande: D211827994  
Auth Number / N° d'autorisation: 079000

In case of non-delivery, return at sender's expense at counter rates.  
En cas de non-livraison manquée, renvoyer aux frais de l'expéditeur aux tarifs du comptoir.

AN OS 30-50

S A

THIS IS EXHIBIT "30"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

September 8, 2020

VIA EMAIL  
(sam.gabor@dentons.com)

Dentons Canada LLP  
15<sup>th</sup> Floor, Bankers Court  
850 - 2<sup>nd</sup> Street SW  
Calgary, AB T2P 0R8

Attention: Sam Gabor

Dear Sir:

Re: **Sharanjit Singh, Kings Cargo Express Ltd., Canada Cargo Lines Ltd.  
and The Toronto-Dominion Bank**  
Your File: 127469-1532  
Our File: 20192

Further to our call on August 31, 2020, and to your correspondence of September 4, 2020, we have detailed herein our clients' intentions with respect to repayment of the outstanding indebtedness.

In addition to the \$11,613.43 Term Loan monthly installment and the fluctuating Operating Line monthly interest of approximately \$10,000.00, our clients intend to pay an additional \$15,000.00 per month towards the Operating Line principal balance for a period of 12 months while actively pursuing adequate refinancing of the entire outstanding amount.

Our clients have undertaken efforts to secure refinancing but will require current financial statements as part of the application process. As such, it is in the best interest of all parties that the business continues to operate pursuant to existing financing through September 30, 2021, so that year-end financial statements can be prepared as of December 31, 2020, and so that our clients can thereafter make arrangements for refinancing.

We look forward to your response.

Yours truly,

**HILL SOKALSKI WALSH LLP**

Per:



Michael Weinstein

MJW/jm

20192/Doc90001006

THIS IS EXHIBIT "31"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SENLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA





**Sam Gabor**  
sam.gabor@dentons.com  
D +1 403 268 3048

Dentons Canada LLP  
15th Floor, Bankers Court  
850-2nd Street SW  
Calgary, AB, Canada T2P 0R8

dentons.com

September 15, 2020

File No.: 127469-1532

**Sent Via E-mail [mweinstein@hillcounsel.com]**

Hill Sokalski Walsh Litigation Counsel  
Suite 2670, 360 Main Street  
Winnipeg, MB R3C 3Z3

Attention: Michael Weinstein

Dear Sir:

**Re: Sharanjit Singh, Kings Cargo Express Ltd. ("Kings Cargo"), Canada Cargo Lines Ltd. and  
The Toronto-Dominion Bank ("TD Bank")  
Your File No.: 20192**

We are writing in response to your letter dated September 8, 2020 which we have reviewed with our client. As discussed on our call of August 31, 2020, our client is not prepared to provide a year of additional time for your clients to seek financing to pay out TD Bank. Your clients were advised by TD Bank as early as August, 2019, more than a year ago, that they were required to seek financing to payout their indebtedness to our client. They were then advised several times throughout 2019 and 2020 that they would need to payout TD Bank.

In this regard, our client is prepared to forbear from enforcing its legal rights under a formal forbearance agreement which will include, among other terms and conditions, the following reasonable terms which are non-negotiable:

- 1) Your clients will be provided a three month formal forbearance period starting from the beginning of September, 2020 and ending November 30, 2020.
- 2) Your clients will be required to make payment each month totalling 30% of their outstanding accounts receivable towards the Kings Cargo operating line. Following each payment, the operating line will be permanently reduced by the amount so paid.
- 3) Kings Cargo will provide updated accounts receivable listings to TD Bank on the first business day of each month in compliance with its current reporting obligations. In this regard, TD Bank is still awaiting your client's accounts receivable listings for the months of May-August, 2020. Accordingly, your client remains in default of its reporting obligations under the loan agreement.

Rattagan Macchiavello Arocena ► Jiménez de Aréchaga, Viana & Brause ► Lee International ► Kensington Swan ► Bingham Greenebaum ► Cohen & Grigsby ► Sayarh & Menjra ► Larrain Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin ► For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](https://www.dentons.com/legacyfirms)

- 4) Your clients will permit Deloitte to perform an immediate looksee of the corporate debtors and provide monitoring of the companies. Your clients will be responsible for these costs.
- 5) The interest rate Kings Cargo will pay against the operating line and term facility will increase from prime plus 2.5% to prime plus 4.5%.
- 6) Your clients will be required to enter into standard form consent judgments and consents to receivership.

A term of the forbearance agreement will also of course be, if in our client's sole and unfettered discretion, our client determines that an extension of the forbearance period is warranted, TD Bank may provide in writing to you or your clients, its confirmation of its agreement to an extension and the date and time the forbearance period may be extended to.

We will require your clients written response and agreement to the above terms and conditions on or before 5:00 PM Central Standard Time, September 17, 2020. Upon agreement, our office will proceed to draft a forbearance agreement with additional standard acknowledgements, terms and conditions.

Failing your clients agreeing to the terms and conditions above, our instructions are to immediately enforce our client's security including moving to collect the amounts owing by those parties indebted to your corporate clients pursuant to section 57 of the *Personal Property Security Act* and appointing a receiver.

We look forward to hearing from you.

Yours truly,

Dentons Canada LLP



Sam Gabor

SG/tt

THIS IS EXHIBIT "32"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



## Takhar, Pavin

---

**From:** Gabor, Sam  
**Sent:** September 23, 2020 12:10 PM  
**To:** Takhar, Pavin  
**Subject:** FW: Kings Cargo

---

### Sam Gabor

Senior Associate and Trademark Agent

Visit the [New Dynamic Hub](#), available to our clients and communities as part of the commitment that Dentons, the world's largest law firm, is making across 75+ countries, to address accelerating change resulting from the pandemic.

D +1 403 268 3048  
[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)  
[Bio](#) | [Website](#)

Dentons Canada LLP  
15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

[Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to \[dentons.com/legacyfirms\]\(https://dentons.com/legacyfirms\)](#)

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---

**From:** Michael Weinstein <[mweinstein@hillcounsel.com](mailto:mweinstein@hillcounsel.com)>  
**Sent:** September 17, 2020 2:55 PM  
**To:** Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)>  
**Subject:** RE: Kings Cargo

Sam,

We have been instructed by our clients not to accept the offer outlined in your correspondence of September 15<sup>th</sup>, 2020, and to repeat our clients' earlier offer of September 8<sup>th</sup>, 2020.

Regards,

Michael Weinstein  
Hill Sokalski Walsh LLP

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**From:** Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)>  
**Sent:** September 15, 2020 10:22 AM  
**To:** Michael Weinstein <[mweinstein@hillcounsel.com](mailto:mweinstein@hillcounsel.com)>  
**Subject:** Kings Cargo

Michael,

Please see the attached letter.

Regards,



**Sam Gabor**

Senior Associate and Trademark Agent

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[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)

[Bio](#) | [Website](#)

Dentons Canada LLP

15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

[Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to \[dentons.com/legacyfirms\]\(https://dentons.com/legacyfirms\)](#)


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THIS IS EXHIBIT "33"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



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A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



**Sam Gabor**  
Senior Associate and Trademark Agent  
sam.gabor@dentons.com  
D +1 403 268 3048

Dentons Canada LLP  
15th Floor, Bankers Court  
850-2nd Street SW  
Calgary, AB, Canada T2P 0R8

dentons.com

REGULAR MAIL AND REGISTERED  
MAIL

September 21, 2020

File No.: 127469-1532

STREAM LOGISTICS  
#201 – 5425 Dixie Road  
Mississauga, ON  
L4W 1E6

To whom it may concern,

Re: **Notice Pursuant to Section 57 of the *Personal Property Security Act* re:  
Obligations owing to Kings Cargo Express Ltd.**

We are legal counsel to The Toronto-Dominion Bank (“**TD Bank**”) and write in respect of your obligations owing to Kings Cargo Express Ltd. (“**Kings Cargo**”). TD Bank holds security over all present and after-acquired personal property of Kings Cargo, including amounts owing to Kings Cargo from third parties. Kings Cargo is in default of its obligations to TD Bank.

This letter serves to provide notice that TD Bank, as a secured creditor, is demanding that all amounts owing by you to Kings Cargo must not be paid to Kings Cargo and must be paid directly to TD Bank, to be applied on Kings Cargo's account. This demand is made pursuant to section 57 of the *Personal Property Security Act*, SM 1993, c 14. Section 57(2) provides:

***57(2) Entitlement of secured party***

*Where the parties to a security agreement agree and, in any event, on default under a security agreement, a secured party is entitled*

- (a) to notify a debtor on an intangible or chattel paper or an obligor on an instrument to make payment to the secured party whether or not the assignor was making collections on the collateral before the notification;*
- (b) to take control of any proceeds to which the secured party is entitled under section 28; and*
- (c) to apply any money taken as collateral to the satisfaction of the obligation secured.*

You are obligated to make remittance to TD Bank of any amounts currently owing to Kings Cargo by end of day on **October 1, 2020**. In the event no amounts are owing to Kings Cargo, we ask that you please respond and provide details of when your account with Kings Cargo was resolved. Please also advise whether any future amounts are expected to become payable by you to Kings Cargo, and what the details of such future amounts might be.

Rattagan Macchiavello Arocena ► Jiménez de Aréchaga, Viana & Brause ► Lee International ► Kensington Swan ► Bingham Greenebaum ► Cohen & Grigsby ► Sayarh & Menjra ► Larrain Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin ► For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](http://dentons.com/legacyfirms)

Payment may be made by providing either a certified cheque or bank draft to the following address:

The Toronto-Dominion Bank  
c/o Dentons Canada LLP, in Trust  
1500-850 2 Street SW  
Calgary, AB T2P 0R8  
Attention: Sam Gabor

Please do not hesitate to contact the undersigned, should you wish to discuss this matter.

Yours truly,

**Dentons Canada LLP**

A handwritten signature in black ink, appearing to be "SG", written over a horizontal line.

Sam Gabor  
Senior Associate and Trademark Agent

SG/pt

THIS IS EXHIBIT "34"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020

A handwritten signature in black ink, appearing to be 'J. [unclear]', written over a horizontal line.

A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

## MONTHLY BORROWING BASE CERTIFICATE

KINGS LYNCH EXPRESS LTD.

AS AT DATE: April 30, 2016

To: The Toronto-Dominion Bank  
 100 King Street West  
 Toronto, ON M5X 1C5  
 Attn: 472

Reviewed: April 29, 2016

- (1) Total of outstanding advances under Facility #15-16 at (2) times the lesser of:  
 (a) \$1,000,000 or its USD equivalent and,  
 (b) the OTTA limit  
 (3) Total fee reserve value (defined as:  
 accounts receivable net of over 90 day accounts,  
 mortgages, rental accounts, credit accounts,  
 income payables, and printing payables (same to  
 include payments to subcontracted driver payables))

Amount to be borrowed (minimum) from initial funding forwards:

**Kings Lynch Express Ltd.**

|   |  |             |             |
|---|--|-------------|-------------|
| Grant TDN Accounts Receivable                   |  | \$1,685,165 |             |
| Less: Over 90 day accounts                      |  | \$55,214    |             |
| Less: Other accounts                            | includes RTS factoring \$1 on initial draw | \$0         |             |
|   | Taxes                                      |             |             |
|   | Vacation payable                           |             |             |
|   | Accrued wages                              |             |             |
|   | Accrued Commission                         |             |             |
|   |  | \$0         |             |
| (Total) Marginalize TDN Accounts Receivable (A) |  | \$1,630,951 | 50          |
| Less: US Accounts Receivable                    |  | \$894,896   |             |
| Less: Over 90 day accounts                      |  | \$20,375    |             |
| Less: Other accounts                            | includes RTS factoring                     | \$0         |             |
| Less: Marginalize US Accounts Receivable        |  | \$874,511   |             |
| Converted to CDN at _____ (2 decimals only) (B) | Equation plug                              | 0.82        | \$1,054,354 |
| (Total) Marginalize Receivables (A + B)         |  | \$2,085,326 |             |
| At Risk (X)                                     |  | \$2,085,326 | (51)        |

**Kings Lynch Express Ltd.**

|   |  |             |           |
|---|--|-------------|-----------|
| Grant TDN Accounts Receivable                   |  | \$784,303   |           |
| Less: Over 90 day accounts                      |  | \$0         |           |
| Less: Other accounts                            | includes RTS factoring \$1 on initial draw | \$0         |           |
|   | Taxes                                      |             |           |
|   | Vacation payable                           |             |           |
|   | Accrued wages                              |             |           |
|   | Accrued Commission                         |             |           |
|   |  | \$0         |           |
| (Total) Marginalize TDN Accounts Receivable (A) |  | \$784,303   |           |
| Less: US Accounts Receivable                    |  | \$138,810   |           |
| Less: Over 90 day accounts                      |  | \$0         |           |
| Less: Other accounts                            | includes RTS factoring                     | \$0         |           |
| Less: Marginalize US Accounts Receivable        |  | \$138,810   |           |
| Converted to CDN at _____ (2 decimals only) (B) | Equation plug                              | 1.40        | \$193,652 |
| (Total) Marginalize Receivables (A + B)         |  | \$477,985   |           |
| At Risk, Coverage Available (C)                 |  | \$350,499   | (2)       |
| Coverage Available (C + 2)                      |  | \$2,447,285 | (3 + 1)   |
| Outstanding Balance at Month End                |  | \$0         |           |
| Surplus/ (Shortage)                             |  | \$2,447,285 |           |

Officer: Sharadji Singh  
 Title: President

Internal

ACCOUNTS RECEIVABLE AGING as of 4/30/2020  
KINGS CARGO EXPRESS LTD.

AR CONTROL sheet  
WILLIAM WILLIS NOT POSTED TO AR FILES

| BILL NUMBER                                      | DATE | TYPE | AGE | BALANCE    | 0 - 30    | 31 - 60   | 61 - 90   | 91 - 120 | 121+ |
|--|------|------|-----|------------|-----------|-----------|-----------|----------|------|
| CANADIAN DOLLARS                                 |      |      |     |            |           |           |           |          |      |
| ARMA FREIGHT SYSTEMS LLC (ARMAHMDA)              |      |      |     | 2,550.00   | 2,550.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| ALLCONNECT LOGISTICAL SERVICES INC (ALLBONKYN)   |      |      |     | 20,400.00  | 11,800.00 | 6,500.00  | 2,100.00  | 0.00     | 0.00 |
| ALLPOINT'S FREIGHT INC (ALLPUNBRA)               |      |      |     | 1,700.00   | 0.00      | 0.00      | 1,700.00  | 0.00     | 0.00 |
| ARRIVAL GROUND TRANSPORTATION (ARRHOMORA)        |      |      |     | 10,000.00  | 0.00      | 0.00      | 10,000.00 | 0.00     | 0.00 |
| ARRONQUIP (ARRWOMR)                              |      |      |     | 102,789.48 | 23,470.00 | 48,389.48 | 30,930.00 | 0.00     | 0.00 |
| BAZONNALL LOGISTICS INC (BAZONMISA)              |      |      |     | 5,000.00   | 0.00      | 5,000.00  | 0.00      | 0.00     | 0.00 |
| BESTWAY CARGO MANAGEMENT INC (BESTMBWNN)         |      |      |     | 18,000.00  | 5,000.00  | 5,300.00  | 7,700.00  | 0.00     | 0.00 |
| BIO POSITION SYSTEMS INC (BIEMBSTEM)             |      |      |     | 13,585.75  | 4,085.75  | 10,500.00 | 0.00      | 0.00     | 0.00 |
| BONMER LOGISTICS CORPORATION (BOMMORYA)          |      |      |     | 8,600.00   | 8,600.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| BRIWAY CARRIERS (BRIWONALL)                      |      |      |     | 4,400.00   | 4,400.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| BURGER TRADING INC (BURLER)                      |      |      |     | 41,445.11  | 25,692.02 | 4,168.84  | 1,584.25  | 0.00     | 0.00 |
| CHIT GLOBAL INC (CHITGCCOTN)                     |      |      |     | 7,000.00   | 0.00      | 0.00      | 7,000.00  | 0.00     | 0.00 |
| CHILCHAMSON WORLDWIDE INC-BILURS (CHILCH)        |      |      |     | 127,026.75 | 18,945.27 | 20,415.02 | 87,666.46 | 0.00     | 0.00 |
| CARTE INT'L (CARTMBWNN)                          |      |      |     | 5,900.00   | 0.00      | 1,500.00  | 7,400.00  | 0.00     | 0.00 |
| CB CONSTATIN LTD (CBDCBWNNA)                     |      |      |     | 4,200.00   | 0.00      | 7.00      | 4,200.00  | 0.00     | 0.00 |
| CENTURINE EQUIPMENT (CENTMBNCOA)                 |      |      |     | 4,800.00   | 4,800.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| CHARGEUR LOGISTICS (CHARGMMRB)                   |      |      |     | 10,000.00  | 1,000.00  | 0.00      | 9,000.00  | 0.00     | 0.00 |
| CONTINENT DRINKS LTD (CONTONWATA)                |      |      |     | 2,800.00   | 0.00      | 2,800.00  | 0.00      | 0.00     | 0.00 |
| Day & Pres Inc (DAYNBHAR)                        |      |      |     | 4,850.00   | 0.00      | 4,850.00  | 0.00      | 0.00     | 0.00 |
| DECKENSPORT INC (DETHILSUA)                      |      |      |     | 8,100.00   | 8,100.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| DHEB ENTERPRISES LIMITED (DHEBDSUR)              |      |      |     | 18,700.00  | 2,200.00  | 0.00      | 13,300.00 | 0.00     | 0.00 |
| DN LOGISTICS LTD (DNLOCBABA)                     |      |      |     | 13,500.00  | 0.00      | 1,000.00  | 12,500.00 | 0.00     | 0.00 |
| DOKA (DOKAABGUA)                                 |      |      |     | 1,650.00   | 1,650.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| DUBOIS GLOBAL LOGISTICS (DUBOMBWNN)              |      |      |     | 5,200.00   | 0.00      | 5,200.00  | 0.00      | 0.00     | 0.00 |
| DYNAMIC CONNECTIONS (DYNCHDA)                    |      |      |     | 19,100.00  | 5,400.00  | 7,700.00  | 6,000.00  | 0.00     | 0.00 |
| ECOLINE TRANSPORT (ECUBCADAA)                    |      |      |     | 7,500.00   | 0.00      | 0.00      | 7,500.00  | 0.00     | 0.00 |
| ENERGY LOGISTICS INC (ENHONETDA)                 |      |      |     | 2,000.00   | 0.00      | 2,000.00  | 0.00      | 0.00     | 0.00 |
| Express Delivery Enterprise LLC (EXPRMTWHN)      |      |      |     | 3,000.00   | 3,000.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| FAIRWAY TRANSPORTATION SERVICES (FAIRBEDMA)      |      |      |     | 150.00     | 150.00    | 0.00      | 0.00      | 0.00     | 0.00 |
| FIR CONSULTING (FIRCENTHUA)                      |      |      |     | 10,200.00  | 0.00      | 10,200.00 | 0.00      | 0.00     | 0.00 |
| FLATBED LOGISTICS (FLATQBUST)                    |      |      |     | 13,250.00  | 0.00      | 13,250.00 | 0.00      | 0.00     | 0.00 |
| FLS TRANSPORTATION SERVICES LIMITED (FLSCOMN)    |      |      |     | 14,000.00  | 0.00      | 14,000.00 | 0.00      | 0.00     | 0.00 |
| FOCUS WEST LOGISTICS LTD (FUSCBUWNA)             |      |      |     | 3,400.00   | 3,400.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| FORTRESS FORWARDERS (FORTBOMBA)                  |      |      |     | 26,700.00  | 0.00      | 26,700.00 | 0.00      | 0.00     | 0.00 |
| FREIGHTENA (FREIBCVANA)                          |      |      |     | 7,500.00   | 0.00      | 0.00      | 7,500.00  | 0.00     | 0.00 |
| FORWARDLINE COMMUNICATION (FORWNNHBA)            |      |      |     | 2,400.00   | 2,400.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| FRONTLINE CARRIER SYSTEMS INC (FRONBURA)         |      |      |     | 3,400.00   | 3,400.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| FUEL TRANSPORT (FUELOCLAS)                       |      |      |     | 3,500.00   | 3,500.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| GARDENWE (GARDMBWNN)                             |      |      |     | 3,690.00   | 0.00      | 0.00      | 3,690.00  | 0.00     | 0.00 |
| GHOSI TRANSPORTATION SERVICES (GHOSKSASA)        |      |      |     | 3,700.00   | 0.00      | 3,700.00  | 0.00      | 0.00     | 0.00 |
| GHOSNET SOLUTIONS (GHOSBCLANA)                   |      |      |     | 1,850.00   | 0.00      | 1,850.00  | 0.00      | 0.00     | 0.00 |
| GO FREIGHT PRO (GOFRGAASA)                       |      |      |     | 8,100.00   | 0.00      | 8,100.00  | 0.00      | 0.00     | 0.00 |
| GOOD MASTER ROADWAYS (GOODMBWNB)                 |      |      |     | 1,050.00   | 1,050.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| GOLD LINE CARRIERS INC (GOLDBCURA)               |      |      |     | 3,400.00   | 0.00      | 0.00      | 3,400.00  | 0.00     | 0.00 |
| GRIFFIN LOGISTICS (GRIFARCA)                     |      |      |     | 2,400.00   | 0.00      | 2,400.00  | 0.00      | 0.00     | 0.00 |
| GTH ROLL TRANSPORTATION SERVICES INC (GTHROLACW) |      |      |     | 21,700.00  | 0.00      | 7,600.00  | 14,000.00 | 0.00     | 0.00 |
| HARRIS TRANSPORT (HARRMBWNN)                     |      |      |     | 3,100.00   | 0.00      | 0.00      | 3,100.00  | 0.00     | 0.00 |
| HARRIS TRANSPORT LTD (HARRMBWNN)                 |      |      |     | 7,400.00   | 3,100.00  | 0.00      | 4,300.00  | 0.00     | 0.00 |
| HIGHWAY EXPRESS (HIGHONBHAA)                     |      |      |     | 4,400.00   | 4,400.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| HIS FREIGHT LOGISTICS (HITHONOLA)                |      |      |     | 13,000.00  | 10,400.00 | 14,600.00 | 7,600.00  | 0.00     | 0.00 |
| IMPEL FREIGHT INC (IMPEABBLAA)                   |      |      |     | 4,000.00   | 4,000.00  | 0.00      | 0.00      | 0.00     | 0.00 |
| INDUSTRIAL METAL (INDUABFORA)                    |      |      |     | 14,908.88  | 8,257.58  | 3,680.50  | 0.00      | 0.00     | 0.00 |
| ISC TRANSPORTATION (ISOTONURAM)                  |      |      |     | 5,350.00   | 0.00      | 0.00      | 5,350.00  | 0.00     | 0.00 |



|   |           |           |           |           |      |        |
|---|-----------|-----------|-----------|-----------|------|--------|
| JAGGED EDGE ENTERPRISES LTD (JAGJGABBA)           | 22,500.00 | 0.00      | 0.00      | 22,500.00 | 0.00 | 0.00   |
| J-TRANSPORT INC (JTRPGSRR)                        | 9,400.00  | 0.00      | 9,400.00  | 0.00      | 0.00 | 0.00   |
| JEDI INTERNATIONAL (JEDJASCA)                     | -56.50    | 0.00      | 0.00      | 0.00      | 0.00 | -56.50 |
| JELKIT TRANSPORTATION INC (JELTRMONC)             | 8,200.00  | 0.00      | 8,200.00  | 0.00      | 0.00 | 0.00   |
| JERSTON WESTERN (JERJMBLBA)                       | 15,130.00 | 9,575.00  | 5,555.00  | 5,555.00  | 0.00 | 0.00   |
| JEVYER GROUP LP (JEVJMSQKB)                       | 3,100.00  | 2,600.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| JAC EXPRESS TRANSPORT (JSA) INC (JACJPCRC)        | 4,000.00  | 4,000.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| JANSTAR ATTN BROKERAGE BILLING (JANJFLJACA)       | 19,000.00 | 0.00      | 19,000.00 | 0.00      | 0.00 | 0.00   |
| LEGEND LOGISTICS INC (LEGJCMISA)                  | 7,400.00  | 5,700.00  | 0.00      | 5,700.00  | 0.00 | 0.00   |
| LOROW FREIGHT SERVICES (LORJMBWMA)                | 9,000.00  | 9,400.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| LMER LOGISTICS (LMJABDUA)                         | 0.00      | 0.00      | 0.00      | 5,600.00  | 0.00 | 0.00   |
| LIVINGSTON FREIGHT FORWARDING (LIVJMBWMB)         | 3,600.00  | 3,600.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| LOGISTIQUEXTREME INTERNATIONAL INC (LOGJOCYTE)    | 29,200.00 | 6,700.00  | 6,100.00  | 6,800.00  | 0.00 | 0.00   |
| LOI TRANSPORT LTD (LOIJBABUA)                     | 4,000.00  | 4,500.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| MALLARD TRANSPORTATION (MALJMBDIA)                | 1,700.00  | 0.00      | 1,700.00  | 0.00      | 0.00 | 0.00   |
| MATERIAL LOGISTICS MANAGEMENT (MAJEPAPUA)         | 45,570.00 | 5,400.00  | 19,050.00 | 30,800.00 | 0.00 | 0.00   |
| MAXIMUM LOGISTICS (MAXJMBDWA)                     | 1,500.00  | 0.00      | 0.00      | 0.00      | 0.00 | 0.00   |
| MODELITE TRANSPORT SOLUTIONS (MODEJNVAA)          | 2,600.00  | 0.00      | 2,600.00  | 0.00      | 0.00 | 0.00   |
| MODELITE TRANSPORT SOLUTIONS (MODEJNVAB)          | 7,600.00  | 5,000.00  | 2,600.00  | 0.00      | 0.00 | 0.00   |
| MOYHEAD TRANSPORT SERVICES (MOYJBCDIA)            | 2,175.00  | 0.00      | 2,175.00  | 0.00      | 0.00 | 0.00   |
| NATIONAL COLD CHAIN (NAJOCPCIA)                   | 0.00      | 0.00      | 0.00      | 0.00      | 0.00 | 0.00   |
| NEW HOPE TRANSPORT (NEWJMBDQA)                    | 16,700.00 | 0.00      | 0.00      | 16,700.00 | 0.00 | 0.00   |
| NORTH AMERICA TRANSPORTATION SERVICE (NORTJCMISA) | 0.450.00  | 0.450.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| ONE ON ONE CORP LYS LTD (ONJBCALDA)               | 50,000.00 | 0.00      | 0.00      | 0.00      | 0.00 | 0.00   |
| ORTIME TRANSIT (ORTJABDIA)                        | 22,800.00 | 0.00      | 0.00      | 0.00      | 0.00 | 0.00   |
| PAYNE TRANSPORTATION LTD (PAYJMBWBU)              | 21,000.00 | 7,500.00  | 20,400.00 | 0.00      | 0.00 | 0.00   |
| PEMBIKA HILLS TRANSFER LIMITED (PEMJBMMORA)       | 2,100.00  | 2,100.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| PEJRA FREIGHT FORWARDING INC (PEJJBMLBA)          | 5,600.00  | 0.00      | 0.00      | 5,600.00  | 0.00 | 0.00   |
| PJ TRAILERS CANADA (PJJBMBDOR)                    | 36,400.00 | 1,200.00  | 7,600.00  | 24,300.00 | 0.00 | 0.00   |
| PREDICIA FREIGHT SYSTEMS INC (PREJMBWMA)          | 2,994.00  | 0.00      | 2,994.00  | 0.00      | 0.00 | 0.00   |
| PROACTIVE GROUP (PROJONMISE)                      | 1,300.00  | 0.00      | 1,500.00  | 0.00      | 0.00 | 0.00   |
| QUINE TRUCKING LTD (QUINJBABIA)                   | 65,800.00 | 25,200.00 | 62,750.00 | 0.00      | 0.00 | 0.00   |
| QUARTERBACK TRANSPORTATION INC (QUARJONTOR)       | 9,750.00  | 0.00      | 2,750.00  | 0.00      | 0.00 | 0.00   |
| QUE CAMUE INC (QUEJOCSTUA)                        | 2,200.00  | 2,200.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| RIEWAY FREIGHT LTD (RIEJOCMONA)                   | 0.500.00  | 0.00      | 0.00      | 0.500.00  | 0.00 | 0.00   |
| RMI LOGISTIQUE (RMJLOQCMQIA)                      | 10,800.00 | 0.00      | 0.00      | 10,800.00 | 0.00 | 0.00   |
| ROME LOGISTICS (ROJROME TRANSPORTATION)           | 22,200.00 | 0.00      | 14,500.00 | 7,700.00  | 0.00 | 0.00   |
| ROYAL BUILDING PRODUCTS (ROYJABWDDA)              | 18,484.23 | 14,433.34 | 4,050.29  | 0.00      | 0.00 | 0.00   |
| SEARCY TRUCKING LIMITED (SEJRMJBWMA)              | 7,050.00  | 0.00      | 1,000.00  | 6,050.00  | 0.00 | 0.00   |
| SEARCY TRUCKING LTD (SEJARTY)                     | 9,200.00  | 0.00      | 1,200.00  | 0.00      | 0.00 | 0.00   |
| SHIRWAY LOGISTICS LTD (SHIRJUSBCANAI)             | 13,000.00 | 0.00      | 4,500.00  | 8,500.00  | 0.00 | 0.00   |
| SID CREDIT INTERNATIONAL TRANSPORT (SIDJCRCALIA)  | 7,700.00  | 2,400.00  | 5,300.00  | 0.00      | 0.00 | 0.00   |
| SIN TRANSCONTINENTAL Transport (SINJOCDEL)        | 0,250.00  | 5,150.00  | 0.00      | 4,500.00  | 0.00 | 0.00   |
| SIN LOGISTICS (SINJWABLUA)                        | 9,400.00  | 0.00      | 7,400.00  | 0.00      | 0.00 | 0.00   |
| SYNDISH TRANSPORT (SYNJCQHYEA)                    | 11,400.00 | 11,400.00 | 0.00      | 0.00      | 0.00 | 0.00   |
| ST LAMBERT TRANSPORT INC (STJACKLEMA)             | 15,360.00 | 0.00      | 9,000.00  | 4,320.00  | 0.00 | 0.00   |
| STREMA LOGISTICS (STREJOMMIB)                     | 6,300.00  | 0.00      | 6,300.00  | 0.00      | 0.00 | 0.00   |
| SURE SHOT EXPRESS (SUREJMBWMA)                    | 800.00    | 800.00    | 0.00      | 0.00      | 0.00 | 0.00   |
| SUNCO TRANSPORTATION SPECIALISTS (SUNJCOSKUA)     | 1,300.00  | 1,300.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| T&I TRUCKING LIMITED (T&IJJBCLMA)                 | 10,525.00 | 0.00      | 0.00      | 10,525.00 | 0.00 | 0.00   |
| TARGET TRANSPORTATION (TARGJABALB)                | 9,400.00  | 1,400.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| TRANS TRANSPORT (TRANJMBWMA)                      | 7,887.00  | 7,887.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| TENDLE TRANSPORTATION LTD (TENDJCOSUR)            | 9,500.00  | 0.00      | 2,500.00  | 0.00      | 0.00 | 0.00   |
| TRANS TRANSPORT & LOGISTICS (TRANJCMISIA)         | 4,350.00  | 0.00      | 0.00      | 4,350.00  | 0.00 | 0.00   |
| TRAFFIC TECH INC (TRAJOCJURK)                     | 6,250.00  | 1,800.00  | 7,050.00  | 3,600.00  | 0.00 | 0.00   |
| TRAFFIC LOGISTICS (TRAJONMIA)                     | 10,150.00 | 8,800.00  | 7,900.00  | 0.00      | 0.00 | 0.00   |
| TRAFFIC LOGISTICS (TRAJOCMON)                     | 31,280.00 | 0.00      | 12,240.00 | 19,050.00 | 0.00 | 0.00   |
| TRANS INTERNATIONAL SALES (TRANJOCMBIB)           | 2,500.00  | 2,500.00  | 0.00      | 0.00      | 0.00 | 0.00   |
| TRANS X GROUP OF COMPANIES (TRANJMBWIND)          | 27,725.00 | 12,200.00 | 15,575.00 | 0.00      | 0.00 | 0.00   |
| TRANSPORT SERVICES LLC (TRANJMBABSI)              | 4,750.00  | 0.00      | 0.00      | 4,750.00  | 0.00 | 0.00   |

|   |                     |                   |                   |                   |                 |                  |
|---|---------------------|-------------------|-------------------|-------------------|-----------------|------------------|
| TRIUMPH (TRIDONMBA)                             | 7,910.00            | 1,000.00          | 8,960.00          | 0.00              | 0.00            | 0.00             |
| TWINS LOGISTICS INC (TWINONBAA)                 | 3,700.00            | 3,700.00          | 0.00              | 0.00              | 0.00            | 0.00             |
| VISTAR TRANSPORTATION LTD (VISTORHAMA)          | 8,150.00            | 0.00              | 8,150.00          | 0.00              | 0.00            | 0.00             |
| WELLINGTON GROUP OF COMPANIES (WELLOWMISA)      | 1,200.00            | 0.00              | 1,200.00          | 0.00              | 0.00            | 0.00             |
| WIEFERHARDT COMPANY (WIEFENARE)                 | 217,403.00          | 100,318.58        | 81,619.54         | 55,467.88         | 0.00            | 0.00             |
| WIN-MAP FREIGHT MANAGEMENT INC (WINMAPWIMBY)    | 15,000.00           | 5,700.00          | 6,700.00          | 0.00              | 0.00            | 0.00             |
| WIN-MAP FREIGHT MANAGEMENT INC (WINMAPBLSUA)    | 9,100.00            | 5,400.00          | 3,600.00          | 0.00              | 0.00            | 0.00             |
| ZIKELUWA INDUSTRIES (ZIKELONMARA)               | 16,403.00           | 8,045.64          | 6,045.64          | 4,112.62          | 0.00            | 0.00             |
| <b>TOTAL Q4:</b>                                | <b>1,085,185.67</b> | <b>474,388.75</b> | <b>604,220.10</b> | <b>552,352.65</b> | <b>1,600.00</b> | <b>53,113.70</b> |
| <b>US DOLLARS</b>                               |                     |                   |                   |                   |                 |                  |
| 1ST CLASS CARGO (1STORCLACA)                    | 16,300.00           | 5,000.00          | 5,000.00          | 3,000.00          | 0.00            | 0.00             |
| ACORN EMPRESS (ACORNATRA)                       | 15,800.00           | 15,495.00         | 0.00              | 0.00              | 0.00            | 0.00             |
| ADMIRAL MERCHANTS MOTOR FREIGHT (ADMIMWIM)      | 3,400.00            | 0.00              | 3,400.00          | 0.00              | 0.00            | 0.00             |
| ADVANCE TRUCKING (ADVONMESA)                    | 1,700.00            | 0.00              | 0.00              | 0.00              | 0.00            | 1,700.00         |
| ARC AIR LOGISTICS (ARCACALOMA)                  | 4,500.00            | 1,800.00          | 2,400.00          | 0.00              | 0.00            | 0.00             |
| ATS LOGISTICS SERVICES INC (ATSMARICA)          | 6,100.00            | 0.00              | 5,000.00          | 3,100.00          | 650.00          | 0.00             |
| AXIOM LOGISTICS INC (AXIOMTEOLA)                | 42,490.32           | 12,416.92         | 10,205.88         | 13,808.87         | 0.00            | 0.00             |
| BACCHETT SERVICES INC (BACCHALUPHA)             | 14,225.00           | 5,100.00          | 0.00              | 6,735.00          | 0.00            | 0.00             |
| BEEMAC LOGISTICS (BEEMPRAMBA)                   | 3,200.00            | 0.00              | 0.00              | 0.00              | 0.00            | 3,200.00         |
| BENNETT INTERNATIONAL GROUP LLC (BENWIMMOC)     | 9,000.00            | 0.00              | 0.00              | 9,000.00          | 0.00            | 0.00             |
| BENNETT INTERNATIONAL GROUP, LLC (BENWIMMOC)    | 8,800.00            | 1,000.00          | 5,800.00          | 0.00              | 0.00            | 0.00             |
| BESTWAY CARGO MANAGEMENT INC (BESTWIMWIK)       | 8,400.00            | 0.00              | 6,800.00          | 0.00              | 2,000           | 0.00             |
| BLACK CAT WEAR PARTS (BLACKMBEL)                | 2,175.00            | 2,175.00          | 0.00              | 0.00              | 0.00            | 0.00             |
| BOUTLAYS TRUCK LIMITED (BOUTLUSUR)              | 3,000.00            | 0.00              | 0.00              | 3,000.00          | 0.00            | 0.00             |
| BSE LOGISTICS (BSEKUMERA)                       | 1,600.00            | 1,500.00          | 0.00              | 0.00              | 0.00            | 0.00             |
| BUIVERS TRUCKING INC (BUIWECADRON)              | 2,900.00            | 0.00              | 2,900.00          | 0.00              | 0.00            | 0.00             |
| BRENNY TRANSPORTATION (BRENNMISA)               | 3,000.00            | 0.00              | 2,000.00          | 1,000.00          | 0.00            | 0.00             |
| BUCHANAN LOGISTICS (BUCHANYLOUA)                | 18,100.00           | 4,700.00          | 11,400.00         | 0.00              | 2,000           | 0.00             |
| BUHLER TRADING INC (BUHLER)                     | 1,610.40            | 1,610.40          | 0.00              | 0.00              | 0.00            | 0.00             |
| BUCHANAN LOGISTICS (BUCHANYLOUA)                | 3,800.00            | 0.00              | 3,800.00          | 0.00              | 0.00            | 0.00             |
| EYEWART & S CORPORATION (EYEWARTT)              | 3,750.00            | 0.00              | 3,750.00          | 0.00              | 0.00            | 0.00             |
| C S LOGISTICS INCORPORATED (COLONNORUB)         | 1,500.00            | 1,500.00          | 0.00              | 0.00              | 0.00            | 0.00             |
| CAURER FOREST PRODUCTS INC (CAURCALA)           | 3,800.00            | 0.00              | 3,800.00          | 0.00              | 0.00            | 0.00             |
| CARRER DRIVE (CARRUTARA)                        | 1,000.00            | 0.00              | 0.00              | 1,000.00          | 0.00            | 0.00             |
| CHRYM LOGISTICS LLC (CHRYMOWIM)                 | 3,200.00            | 0.00              | 3,200.00          | 0.00              | 0.00            | 0.00             |
| CIRCLE LOGISTICS (CIRCONFOR)                    | 28,300.00           | 0.00              | 6,700.00          | 20,600.00         | 0.00            | 0.00             |
| CW WORLDWIDE (CWMONCHRYM)                       | 1,700.00            | 0.00              | 1,700.00          | 0.00              | 0.00            | 0.00             |
| DLI General Inc (DLI RRSOVIC)                   | 3,000.00            | 0.00              | 3,000.00          | 0.00              | 0.00            | 0.00             |
| DAL TRANSPORT (DALTRISOVIM)                     | 2,400.00            | 0.00              | 0.00              | 2,400.00          | 0.00            | 0.00             |
| DDI INC (DDITNARON)                             | 150.00              | 150.00            | 0.00              | 0.00              | 0.00            | 0.00             |
| DLS WORLDWIDE (DLSMUSOLA)                       | 1,200.00            | 0.00              | 1,200.00          | 0.00              | 0.00            | 0.00             |
| DOVER SERVICES INC (DOVMIMIDRA)                 | 12,500.00           | 3,650.00          | 7,000.00          | 2,550.00          | 0.00            | 0.00             |
| DUPRE LOGISTICS LLC (DUPRALANAI)                | 3,800.00            | 0.00              | 0.00              | 3,800.00          | 0.00            | 0.00             |
| DVA ENTERPRISES (DVABESODUA)                    | 3,000.00            | 3,000.00          | 0.00              | 0.00              | 0.00            | 0.00             |
| EAGLE ROCK FREIGHT (EAGLORDAGA)                 | 1,750.00            | 0.00              | 1,750.00          | 0.00              | 0.00            | 0.00             |
| EQUIPMENT SERVICES (EQUIPNEVA)                  | 15,403.00           | 5,000.00          | 10,812.00         | 0.00              | 0.00            | 0.00             |
| EVANS TRANSPORTATION SERVICES (EVANWIMROA)      | 4,850.00            | 0.00              | 4,850.00          | 0.00              | 0.00            | 0.00             |
| FOX COMPANIES (FOXONTHAMA)                      | 10,212.45           | 0.00              | 10,202.20         | 1,010.25          | 0.00            | 0.00             |
| FREIGHT LTD (FREUTROUA)                         | 2,450.00            | 0.00              | 0.00              | 2,450.00          | 0.00            | 0.00             |
| FREIGHT LTD (FREUCODUT)                         | 4,500.00            | 0.00              | 4,500.00          | 0.00              | 0.00            | 0.00             |
| FREIGHTCENTRE INC (FREUPAIM)                    | 3,200.00            | 0.00              | 0.00              | 3,200.00          | 0.00            | 0.00             |
| GENERAL EQUIPMENT (GENERAL)                     | 2,500.00            | 0.00              | 2,500.00          | 0.00              | 0.00            | 0.00             |
| GUTNER LOGISTIC SERVICES INC (GULOGTRID)        | 8,800.00            | 0.00              | 8,800.00          | 0.00              | 0.00            | 0.00             |
| GUTNER LOGISTICS SERVICES INC (GULOTWIK)        | 26,600.00           | 5,400.00          | 19,100.00         | 8,500.00          | 0.00            | 0.00             |
| GRANT TRANSPORT INC (GRANTDOLA)                 | 1,100.00            | 1,100.00          | 0.00              | 0.00              | 0.00            | 0.00             |
| GREENTIDE TRUCKLOAD MANAGEMENT (GREEDALLUPHA)   | 4,300.00            | 4,300.00          | 0.00              | 0.00              | 0.00            | 0.00             |
| GTC AIR INC (GTORAGANA)                         | 1,900.00            | 0.00              | 1,900.00          | 0.00              | 0.00            | 0.00             |
| GUIDED LOGISTICS (GUIDAWAS)                     | 9,000.00            | 0.00              | 0.00              | 9,000.00          | 0.00            | 0.00             |
| HORIZON INTERNATIONAL DISTRIBUTORS (HORIMBWINA) | 1,400.00            | 2,700.00          | 0.00              | 3,700.00          | 0.00            | 0.00             |

|   |           |           |           |           |      |      |
|---|-----------|-----------|-----------|-----------|------|------|
| HHRV LOGISTICS (HHRVKSOVER)                     | 1,300.00  | 0.00      | 1,300.00  | 0.00      | 0.00 | 0.00 |
| ICCO (ICCORVED)                                 | 1,000.00  | 1,000.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| ICL AMERICA, LTD (ICLUMYVA)                     | 1,500.00  | 1,500.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| ILLINOIS LIFT EQUIPMENT (ILLUMCAR)              | 11,900.00 | 0.00      | 1,100.00  | 1,400.00  | 0.00 | 0.00 |
| J E (JUNT) TRANSPORT, INC. (JELNULQAR)          | 12,000.00 | 0.00      | 12,000.00 | 0.00      | 0.00 | 0.00 |
| JOB TRY INC (JOETXTMVA)                         | 5,100.00  | 5,100.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| JONES BROTHERS TRUCKING INC. (JONEMTMISA)       | 1,750.00  | 1,750.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| KEN-MAD-ME OILS (KENMMWIKENA)                   | 2,035.70  | 0.00      | 0.00      | 2,035.70  | 0.00 | 0.00 |
| KENDRA FOREST PRODUCTS (KENDONKEND)             | 5,275.00  | 0.00      | 0.00      | 0.00      | 0.00 | 0.00 |
| LANDSTAR 4TTN BROKERAGE BILLING (LANDFLIACA)    | 27,105.00 | 11,575.00 | 3,770.00  | 7,035.00  | 0.00 | 0.00 |
| LIASOR FREIGHT SERVICES (LIASMBWING)            | 2,900.00  | 0.00      | 2,900.00  | 0.00      | 0.00 | 0.00 |
| LINEHILL LOGISTICS INC (LINEMTMISA)             | 1,500.00  | 0.00      | 1,500.00  | 0.00      | 0.00 | 0.00 |
| MLI TRANSPORT LTD (MLITRABOALA)                 | 2,000.00  | 0.00      | 2,500.00  | 1,000.00  | 0.00 | 0.00 |
| MATERIAL LOGISTICS MANAGEMENT (MATERARITA)      | 2,550.00  | 2,550.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| MEADOWLARK AGENCY INC (MEADMTRILB)              | 7,050.00  | 7,050.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| MERCER TRANSPORTATION (MERCERYLOLA)             | 11,074.16 | 3,204.16  | 6,100.00  | 1,860.00  | 0.00 | 0.00 |
| MILLER WRESTERY FOREST PRODUCTS (MILLABEDME)    | 29,309.60 | 0.00      | 6,189.60  | 11,640.33 | 0.00 | 0.00 |
| MULLEN TRANSPORTATION GROUP, INC (MOLASAYLA)    | 12,400.00 | 1,350.00  | 0.00      | 11,100.00 | 0.00 | 0.00 |
| NAMI TRIMPORTATION SERVICES INC (NAMICDINGA)    | 9,300.00  | 0.00      | 9,300.00  | 4,000.00  | 0.00 | 0.00 |
| ONLINE FREIGHT SERVICES INC (ONLINMMENA)        | 2,700.00  | 2,700.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| ORFINT CARVED SERVICES (ORFOMBASA)              | 6,200.00  | 0.00      | 6,200.00  | 0.00      | 0.00 | 0.00 |
| OSTI BROKERAGE (OSTILTILTECA)                   | 1,550.00  | 1,550.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| PATRICK TRANSPORTATION SERVICES INC (PATRSISIO) | 2,600.00  | 2,600.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| PLS LOGISTICS SERVICES (PLSLFLIAC)              | 2,450.00  | 0.00      | 2,450.00  | 0.00      | 0.00 | 0.00 |
| PRIDIFY V INC (PRIDABNDORA)                     | 2,700.00  | 0.00      | 2,700.00  | 0.00      | 0.00 | 0.00 |
| PRORRA CORPORATION (PRORPARORA)                 | 11,700.00 | 6,160.00  | 5,000.00  | 0.00      | 0.00 | 0.00 |
| R&R EXPRESS LOGISTICS INC (RRRPARITA)           | 4,000.00  | 0.00      | 0.00      | 4,000.00  | 0.00 | 0.00 |
| RELIABLE TRANSPORT SOLUTIONS (RELORRENA)        | 700.00    | 0.00      | 0.00      | 0.00      | 0.00 | 0.00 |
| RILEY TRANSPORTATION COMPANY INC (RILUMMUTA)    | 5,550.00  | 0.00      | 5,550.00  | 0.00      | 0.00 | 0.00 |
| RYAN TRANSPORTATION SERVICE INC (RYANKECIVEA)   | 6,500.00  | 0.00      | 0.00      | 6,500.00  | 0.00 | 0.00 |
| RIVERVIEW LOGISTICS SOLUTIONS (RIVERVLOLA)      | 2,200.00  | 2,200.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| S AND S NATIONWIDE LLC (SANDMGELA)              | 1,800.00  | 1,800.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| SENDAE TRUCKING INC (SENDRUEKAR)                | 3,271.00  | 0.00      | 0.00      | 3,271.00  | 0.00 | 0.00 |
| SGMT LOGISTICS CORP (SGOTPAROMA)                | 1,500.00  | 1,500.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| SHERIDAN SOLUTIONS (SHERMOSAA)                  | 1,200.00  | 1,200.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| SOMERSET LOGISTICS (SOMETNMURA)                 | 5,250.00  | 0.00      | 5,200.00  | 0.00      | 0.00 | 0.00 |
| ST FREIGHT, LLC (STFRMMENA)                     | 8,990.00  | 0.00      | 4,940.00  | 3,050.00  | 0.00 | 0.00 |
| STEEDHORSE FREIGHT SERVICES, LTD (STEERHIGVA)   | 5,600.00  | 0.00      | 0.00      | 5,600.00  | 0.00 | 0.00 |
| SUMMIT EXPEDITED LOGISTICS (SUMMLCHIA)          | 1,550.00  | 1,550.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| SUNTOP TRANSPORT CO LLC (SUNTTXPHIA)            | 21,405.00 | 3,800.00  | 0.00      | 17,600.00 | 0.00 | 0.00 |
| SUTCO TRANSPORTATION SPECIALISTS (SUTCECSALA)   | 2,400.00  | 2,400.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| SYSTEM TRANSPORT, INC. (SYSTWASPOVA)            | 13,250.00 | 0.00      | 0.00      | 13,250.00 | 0.00 | 0.00 |
| TAM TRUCKING LIMITED (TAMTRBCLAN)               | 4,000.00  | 0.00      | 4,000.00  | 1,000.00  | 0.00 | 0.00 |
| TAS SERVICE INC (TASALBIRA)                     | 5,200.00  | 1,200.00  | 2,000.00  | 0.00      | 0.00 | 0.00 |
| TAG CO INC (TAGCUTLAKA)                         | 2,150.00  | 2,150.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| TALON LOGISTICS (TALONJEFA)                     | 27,800.00 | 2,720.00  | 11,375.00 | 8,150.00  | 0.00 | 0.00 |
| THE WORTHINGTON COMPANY (WORTPAMURA)            | 900.00    | 0.00      | 900.00    | 0.00      | 0.00 | 0.00 |
| TOLNO MARKETING AND SALES LTD (TOLNBOVERB)      | 26,700.00 | 27,550.00 | 41,275.00 | 26,150.00 | 0.00 | 0.00 |
| TOP FLIGHT TRANSPORTATION, INC. (TOPFORPORA)    | 3,400.00  | 3,400.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| TORTORIGI TRANSPORT, LTD (TORTALTRDA)           | 1,600.00  | 0.00      | 1,600.00  | 0.00      | 0.00 | 0.00 |
| TOTAL QUALITY LOGISTICS (TOLKYLOLA)             | 2,850.00  | 2,825.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| TOLNO QUALITY LOGISTICS (TOLCHMILB)             | 7,775.00  | 7,775.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| TRINITY LOGISTICS (TRINIDESAA)                  | 2,500.00  | 0.00      | 2,500.00  | 0.00      | 0.00 | 0.00 |
| TOW LOGISTICS LLC (TOWLBHWINA)                  | 3,500.00  | 3,500.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| UNIQUE LOGISTICS (UNIMWIDREB)                   | 1,800.00  | 1,800.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| VOLTA LOGISTICS (VOLMMVA)                       | 5,000.00  | 0.00      | 5,000.00  | 0.00      | 0.00 | 0.00 |
| WEST FRASER MILLS LTD (WESTABURB)               | 55,474.50 | 45,203.00 | 0.00      | 15,271.50 | 0.00 | 0.00 |
| WEST MOTOR FREIGHT OF PA (WESTALANK)            | 3,400.00  | 3,050.00  | 3,400.00  | 0.00      | 0.00 | 0.00 |
| WHEED LOGISTICS (WHEEDSIOCA)                    | 4,500.00  | 4,500.00  | 0.00      | 0.00      | 0.00 | 0.00 |
| WORLDWIDE EXPRESS (WORLDXOALA)                  | 5,000.00  | 0.00      | 0.00      | 5,000.00  | 0.00 | 0.00 |

|  |            |            |            |            |          |           |
|--|------------|------------|------------|------------|----------|-----------|
| WORLDWIDE LOGISTICS (WORLKYLOUA)           | 7,640.00   | 1,450.00   | 6,190.00   | 0.00       | 0.00     | 0.00      |
| ZENGISTICS (ZENGTXAUSA)                    | 3,200.00   | 0.00       | 3,200.00   | 0.00       | 0.00     | 0.00      |
| ZMac Transportation Solutions (ZMACWIRACA) | 9,725.00   | 0.00       | 5,325.00   | 4,400.00   | 0.00     | 0.00      |
| TOTAL: USD                                 | 894,885.79 | 267,029.08 | 324,025.36 | 283,456.35 | 8,950.00 | 11,425.00 |



ACCOUNTS RECEIVABLE AGING as of 4/30/2020  
CANADA CARGO LINES LTD

AR CONTROL ACCT #  
INCLUDE BILLS NOT POSTED TO AR File

| BILL NUMBER  | DATE | TYPE | AGE | BALANCE           | 0-30              | 31-60             | 61-90            | 91-120      | 121+        |
|--|------|------|-----|-------------------|-------------------|-------------------|------------------|-------------|-------------|
| <b>CANADIAN DOLLARS</b>                                |      |      |     |                   |                   |                   |                  |             |             |
| WIS LOGISTICS SERVICES INC (ATKINSTON)                 |      |      |     | 4,162.86          | 0.00              | 0.00              | 4,162.86         | 0.00        | 0.00        |
| WYEMPHRESCO CORPORATION (BYRONOTT)                     |      |      |     | 5,430.00          | 5,750.00          | 0.00              | 0.00             | 0.00        | 0.00        |
| CHOROBINSKY WOODWORKING-BILLING (CHILCHI)              |      |      |     | 28,000.00         | 28,500.00         | 35,050.00         | 33,400.00        | 0.00        | 0.00        |
| CHDET TRANSPORTATION SERVICES (GHOSSEKRAKA)            |      |      |     | 4,200.00          | 4,200.00          | 0.00              | 0.00             | 0.00        | 0.00        |
| MAPLE LEAF FOODS INC(FREIGHT AUDIT - 800 (MAPLEBARNB)) |      |      |     | 95,445.00         | 35,525.61         | 41,175.44         | 18,541.25        | 0.00        | 0.00        |
| MAPLE LEAF FOODS IT AUDIT -5000 (MAPLEBARNB)           |      |      |     | 81,886.13         | 27,428.17         | 33,250.81         | 21,507.14        | 0.00        | 0.00        |
| ZEKELMAN INDUSTRIES (ZEKEEDHANA)                       |      |      |     | 4,456.00          | 0.00              | 3,475.50          | 980.40           | 0.00        | 0.00        |
| <b>TOTAL CAD</b>                                       |      |      |     | <b>284,302.86</b> | <b>101,603.78</b> | <b>104,101.48</b> | <b>75,801.65</b> | <b>0.00</b> | <b>0.00</b> |
| <b>US DOLLARS</b>                                      |      |      |     |                   |                   |                   |                  |             |             |
| BI LOGISTICE (BILUNYUASA)                              |      |      |     | 1,400.00          | 0.00              | 1,500.00          | 0.00             | 0.00        | 0.00        |
| CIRCLE LOGISTICS (CHUMFORD)                            |      |      |     | 15,050.00         | 6,500.00          | 8,580.00          | 0.00             | 0.00        | 0.00        |
| CSH ROAD INC (CSHORNEDA)                               |      |      |     | 5,097.70          | 0.00              | 0.00              | 5,097.70         | 0.00        | 0.00        |
| LANDSTAR ATTK BROKERAGE BILLING (LUNDFLACA)            |      |      |     | 17,489.48         | 18,115.48         | 1,774.00          | 0.00             | 0.00        | 0.00        |
| MILLAR WESTERN FOREST PRODUCTS (MILLABEDMR)            |      |      |     | 31,075.04         | 10,514.61         | 6,034.00          | 1,527.30         | 0.00        | 0.00        |
| SUNWAY TRANSPORTATION COMPANY (SUNWAYNASTC)            |      |      |     | 3,900.00          | 0.00              | 3,900.00          | 0.00             | 0.00        | 0.00        |
| TOTAL QUALITY LOGISTICS(TOLKYLOKA)                     |      |      |     | 2,825.00          | 2,825.00          | 0.00              | 0.00             | 0.00        | 0.00        |
| WEITHRADER MILLS LTD (WEITHASLUNG)                     |      |      |     | 57,892.20         | 21,768.19         | 25,626.50         | 4,389.51         | 0.00        | 0.00        |
| ZENISTICE(ZENISTKAYUSA)                                |      |      |     | 2,650.00          | 7,850.00          | 0.00              | 0.00             | 0.00        | 0.00        |
| <b>TOTAL USD</b>                                       |      |      |     | <b>136,810.42</b> | <b>58,748.34</b>  | <b>56,585.57</b>  | <b>22,314.51</b> | <b>0.00</b> | <b>0.00</b> |

# Kings Cargo Express Ltd.

A/P Aging Summary

As of April- 30 - 2020

| Name                             | Current             | 31 - 60             | 61 - 90            | 90 - 120    | >120        | TOTAL             |
|----------------------------------|---------------------|---------------------|--------------------|-------------|-------------|-------------------|
| Canada Revenue Agency            | \$ 22,199.93        | \$ 22,603.13        | \$ -               | \$ -        | \$ -        | 44,703.06         |
| Canadian Linen & Uniform Service | \$ 214.01           | \$ 116.24           | \$ -               | \$ -        | \$ -        | 330.25            |
| Canada Kings Carrier Inc         | \$ 14,654.21        | \$ 19,561.86        | \$ -               | \$ -        | \$ -        | 34,216.07         |
| Champion Towing Ltd              | \$ 1,254.68         | \$ 2,886.34         | \$ 1,654.91        | \$ -        | \$ -        | 5,795.93          |
| Gold Business Solutions          | \$ 189.51           | \$ 215.34           | \$ -               | \$ -        | \$ -        | 404.85            |
| New Concept Imports Inc          | \$ 254.25           | \$ 947.10           | \$ -               | \$ -        | \$ -        | 1,201.35          |
| Maxim Truck & Trailer Ltd.       | \$ -                | \$ -                | \$ 51.94           | \$ -        | \$ -        | 51.94             |
| WiBand Communication Corp        | \$ 670.88           | \$ -                | \$ -               | \$ -        | \$ -        | 670.88            |
| Redpath Transport Inc. (CAD)     | \$ -                | \$ 2,211.66         | \$ -               | \$ -        | \$ -        | 2,211.66          |
| Skillfull Transport Ltd          | \$ 2,147.71         | \$ -                | \$ -               | \$ -        | \$ -        | 2,147.71          |
| Star Drug Testing Services       | \$ 1,218.00         | \$ -                | \$ -               | \$ -        | \$ -        | 1,218.00          |
| Samra Trucking Transport Ltd.    | \$ -                | \$ -                | \$ 2,978.68        | \$ -        | \$ -        | 2,978.68          |
| Kings Parts and Repair Ltd.      | \$ 8,562.73         | \$ -                | \$ -               | \$ -        | \$ -        | 8,562.73          |
| Jas RB Gill Transport Ltd        | \$ 1,647.91         | \$ -                | \$ -               | \$ -        | \$ -        | 1,647.91          |
| Oschaek Trucking Ltd.            | \$ 3,759.11         | \$ -                | \$ -               | \$ -        | \$ -        | 3,759.11          |
| <b>TOTAL</b>                     | <b>\$ 66,772.93</b> | <b>\$ 48,441.67</b> | <b>\$ 4,686.53</b> | <b>\$ -</b> | <b>\$ -</b> | <b>109,900.13</b> |

**Canada Cargo Lines Ltd.**

A/P Aging Summary

As of Apr - 30 - 2020

| <b>Name</b>                | <b>Current</b>   | <b>31 - 60</b> | <b>61 - 90</b> | <b>90 - 120</b> | <b>&gt;120</b> | <b>TOTAL</b>     |
|----------------------------|------------------|----------------|----------------|-----------------|----------------|------------------|
| 10024131 Manitoba Ltd.     | 2,422.34         | 0.00           | 0.00           | 0.00            | 0.00           | 2,422.34         |
| 10053084 Manitoba Ltd.     | 1,881.81         | 0.00           | 0.00           | 0.00            | 0.00           | 1,881.81         |
| Champion Towing Ltd.       | 157.85           | 0.00           | 0.00           | 0.00            | 0.00           | 157.85           |
| Canada Revenue Agency      | 15,459.39        | 0.00           | 0.00           | 0.00            | 0.00           | 15,459.39        |
| Star Drug Testing Services | 89.25            | 0.00           | 0.00           | 0.00            | 0.00           | 89.25            |
| D & J Glass                | 171.54           | 0.00           | 0.00           | 0.00            | 0.00           | 171.54           |
| Kings Parts & Repair Ltd.  | 5,264.19         | 0.00           | 0.00           | 0.00            | 0.00           | 5,264.19         |
| <b>TOTAL</b>               | <b>25,446.37</b> | <b>0.00</b>    | <b>0.00</b>    | <b>0.00</b>     | <b>0.00</b>    | <b>25,446.37</b> |

THIS IS EXHIBIT "35"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



## Schop, Michelle

---

**From:** Blaine, Patrick-James <PBlaine@tfiintl.com>  
**Sent:** 24-Sep-20 11:39 AM  
**To:** Gabor, Sam  
**Subject:** RE: Kings Cargo Express and Stream Logistics

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

The only record that my client could locate dates back to 2014. It appears that Kings Cargo moved a couple of loads for Stream approximately 6 years ago but they are not a current vendor or customer.

The last payment would have been early 2015. Based on our records they were listed as "Kings Cargo (JD Factors)", we believe that they had factored their invoices back then.



**Patrick-James Blaine**  
General Counsel  
Directeur du contentieux

TFI International Inc.  
8801 Trans-Canada Highway, Suite 500  
Saint-Laurent, Quebec H4S 1Z6  
Tel.: 514 331-4154  
Fax: 514 331-4458  
<http://tfiintl.com>

Adresse courriel pour notification judiciaire : [notificationlegale@tfiintl.com](mailto:notificationlegale@tfiintl.com)  
Email address for judicial notification and/or service : [legalnotification@tfiintl.com](mailto:legalnotification@tfiintl.com)

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**From:** Gabor, Sam <sam.gabor@dentons.com>  
**Sent:** September 24, 2020 12:37 PM  
**To:** Blaine, Patrick-James <PBlaine@tfiintl.com>  
**Subject:** RE: Kings Cargo Express and Stream Logistics

**CAUTION: External email - see footer.**

Thank you, Patrick.

Would you be able to kindly advise when the last payment was made by Stream Logistics to Kings Cargo Express? This will assist us in our handling of the matter with Kings Cargo.

Regards,



## Sam Gabor

Senior Associate and Trademark Agent

Visit the [New Dynamic Hub](#), available to our clients and communities as part of the commitment that Dentons, the world's largest law firm, is making across 75+ countries, to address accelerating change resulting from the pandemic.

D +1 403 268 3048  
[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)  
[Bio](#) | [Website](#)

Dentons Canada LLP  
15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](https://dentons.com/legacyfirms)

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**From:** Blaine, Patrick-James <[PBlaine@tfiintl.com](mailto:PBlaine@tfiintl.com)>

**Sent:** September 24, 2020 10:34 AM

**To:** Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)>

**Subject:** Kings Cargo Express and Stream Logistics

Good afternoon,

I refer to your September 21 letter to Stream Logistics, a subsidiary of TFI International.

In this letter you notify my client under s. 57 of the PPSA (Alberta) that any amounts owing to Kings Cargo Express Ltd. should be paid directly to your client TD Bank.

After verification, my client has found no amounts owing to Kings Cargo Express. To the extent that you have differing information, kindly forward it to the undersigned at your convenience, along with supporting documentation.

Thank you in advance. Please do not hesitate to contact me should you have any questions or comments.

Regards,



**Patrick-James Blaine**  
General Counsel  
Directeur du contentieux

TFI International Inc.  
8801 Trans-Canada Highway, Suite 500  
Saint-Laurent, Quebec H4S 1Z6  
Tel.: 514 331-4154  
Fax: 514 331-4458  
<http://tfiintl.com>

Adresse courriel pour notification judiciaire : [notificationlegale@tfiintl.com](mailto:notificationlegale@tfiintl.com)  
Email address for judicial notification and/or service : [legalnotification@tfiintl.com](mailto:legalnotification@tfiintl.com)

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This email originated from **outside the TFI International mail server**. Do not click links, reply to sender, provide information or open attachments unless you recognize the sender and know the content is safe. **In doubt, notify the TFI Service Desk immediately** at [servicedesk@tfiintl.com](mailto:servicedesk@tfiintl.com) or 514-856-7520/1-855-856-7520

THIS IS EXHIBIT "35"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

## Schop, Michelle

---

**From:** Jake Peters <jakepeters@newhopetransport.com>  
**Sent:** 24-Sep-20 7:27 AM  
**To:** Gabor, Sam  
**Subject:** File #127469-1532  
**Attachments:** SCAN\_20160323\_144008565\_09242020\_082137.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Hi Sam,

Our last dealings with Kings Cargo was February 17<sup>th</sup>/20 which was paid on March 18<sup>th</sup>/20.

**Jake Peters**  
  
*Quality Without Compromise*  
**204-831-3310**

THIS IS EXHIBIT "37"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

# LAVISH TRANSPORT LTD

344 DAWSON ROAD NORTH

WINNIPEG, MB R2J 0S7

Phone: 204-632-8000 Fax: 204632-9000

GST REG. NO. 838580728RT0001

## Invoice

**Bill To:** NORTH AMERICA TRANSPORTATION SERVICE

2525 HAINES ROAD

MISSISSAUGA ON L4Y1Y7

Invoice #: LT016127

Invoice Date: 01/24/2020

Cust. Order #: 151551

Terms:

| Shipper   | Ship Date | Consignee  | Delivery Date | Amount   |
|---|-----------|--|---------------|----------|
| AAON INC - TULSA<br>2425 SOUTH YUKON AVENUE<br>TULSA OK 74107 | 1/21/2020 | PROCURITY INC<br>160 EAGLE DRIVE<br>MUST CALL-strict appointment<br>WINNIPEG MB R2R1V5 | 1/24/2020     | 3,350.00 |

AIR HANDLING UNIT

4

7,524

\$3,350.00

CUSTOMER ORDER NO: 151551

Invoice Total (CAD): \$3,350.00

Balance Due: \$3,350.00



LT 016127

NORTH AMERICA'S TRANSPORTATION SERVICE  
2525 HAINES ROAD  
MISSISSAUGA ONTARIO  
L4Y 1Y7

**CARRIER DISPATCH REPORT Load: 151551**

**LOAD # : 151551**

**FULL LOAD**

DISPATCHER : MICHAEL ROCHA

EMAIL ADDRESS : MICHAELROCHA@NATSCANADA.COM

**SHIPMENT DETAILS**

MODE : VAN

TRAILER TYPE : 48' FLAT BED

ACCESSORIES : UNITS HAVE TO STRAPED DOWN

LOAD TYPE : FULL

**BILL TO**

NORTH AMERICA'S TRANSPORTATION SERVICE

2525 HAINES ROAD

MISSISSAUGA ON

L4Y 1Y7

PHONE NUMBER : (905) 566-9890

FAX NUMBER : (905) 566-9935

\*INVOICE MUST CONTAIN OUR LOAD NUMBER/CONFIRM PICKUPS AND DELIVERIES\*

LANE NAME : OK-MB

ROUTE NAME :

IIT'S :

**SPECIAL INSTRUCTIONS**

- \* PICK UP MONDAY 01/20 \*
- \* WILL CONFIRM TIME LOAD IS READY \*
- \* 4 UNITS 110.5 X 95.75 X 47.275 EACH \*
- \* 1881LBS EACH UNIT \*
- \* UNITS MUST BE STRAPED DOWN TO SECURE \*
- \* DO NOT OVER TIGHTEN \*
- \* REFERENCE DSO # 872536 \*
- \* CALL AHEAD 48 HOURS BEFORE DELIVERY \*
- \* CLIFF (204-781-2974) \*
- \* RATE INCLUDES FUEL SURCHARGE \*
- \* NOTIFY NATS OF ANY PROBLEMS OR DELAYS \*

\*\*\* RATE INCLUDES ALL EXTRA CHARGES UNLESS PREAUTHORIZED. \*\*\*  
INVOICES FOR LOADS THAT HAVE BEEN DOUBLE BROKERED WITHOUT ADVANCE  
WRITTEN AUTHORIZATION FROM NATS WILL NOT BE HONOURED.

**CARRIER/DRIVER INFORMATION**

CARRIER : LAVISH TRANSPORT LTD 1(855) 995-4647 FAX : 1(204) 632-9000

CONTACT : ERIC GINGRAS EXT: 1 PHONE NO. : 1(204) 632-8000

FROM : TULSA OK

TO : WINNIPEG MB

PICK UP DATE : 01/20/20 TIME : 00:00 DELIV. DATE : 01/22/20 TIME : 00:00

DISP. DATE : 01/15/20 TIME : 12:03 PRINT DATE : 01/15/20 TIME : 12:03

**PAYOUT DETAILS**

**TOTAL PAYOUT : 3350.00 CDN**

**SHIPPER**

AAON INC.

DBA - AIR WISE

2425 S. YUKON AVENUE

**TULSA OK**

74107

PHONE NUMBER : 1(918) 583-2266

800 NUMBER :



# CARRIER DISPATCH REPORT cont'd. Load: 151551

## SHIPPER

P/U DATE : 01/20/20 00:00  
CONTACT : ETHAN BLACKMAN EXT.: 6474 PHONE NUMBER : 1(918) 583-2266  
EMAIL : ethanb@aaon.com  
SHIPPING REQS. : MUST PRESENT DSO# AT PICKUP - CALL AHEAD  
\*\*NO ROLL-TITES\*\* FLATBED OR STEPS ONLY  
EQUIPMENT REQ. : DO NOT TIGHTEN STRAPS TOO TIGHT - WILL BEND UNITS  
SHIPPING HOURS : 8:00HR - 17:00HR

## LOAD INFORMATION

LOAD CONTENTS : AIR HANDLING UNIT  
NUMBER PALLETS : 4.00 NO. PIECES : 4 WGT. : 7524.00 LBS CLASS :  
TRAILER FEET : 48 STACKABLE : NO  
LENGTH : 110.50 WIDTH : 95.75 HEIGHT : 47.27 0.00  
PO # : DSO 872536

## CONSIGNEE

PROCURITY INC  
160 EAGLE DRIVE

PHONE NUMBER : 1(204) 781-2974  
800 NUMBER :

*Tarp-No.*

WINNIPEG MB

R2R 1V5

DEL. DATE : 01/22/20 00:00

DELIVERY REQS. : CALL AHEAD 48 HOURS BEFORE DELIVERY

## CUSTOMS BROKER

CLEARING CUST. : MIDWEST ENGINEERING LTD.

CUSTOMS BROKER : GEORGE H. YOUNG

LOCATION : WINNIPEG MB

PHONE NUMBER : 1(800) 667-0771 EXT. :

FAX NUMBER : 1(204) 947-3306

## DISPATCH COMMENTS

PLEASE REVIEW ALL THE INFORMATION IN THIS CONTRACT AND IF ANY  
CONDITIONS OF THE LOAD AGREEMENT CANNOT BE FULFILLED, INFORM THE  
DISPATCHER.

ACKNOWLEDGE BY: \_\_\_\_\_ TRACK#

\*\*INVOICES FOR LOADS THAT HAVE BEEN DOUBLE BROKERED WITHOUT ADVANCE  
WRITTEN AUTHORIZATION FROM NATS WILL NOT BE HONOURED\*\*

CARRIER

419652

SHIPPER'S NO.

**HIS SHIPPING ORDER** must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, and retained by the Agent.

NAME OF CARRIER

CARRIER'S NO.

DATE

3RD PARTY

1-22-20

8/18 8-1965

CEIVED, subject to the classification and lawfully filed tariffs in effect on the issue of this Bill of Lading.

property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or a said property over all or any portion of said route to destination as to each party at any interest in all or any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

FROM:

SHIPPER: AARON, INC.  
ORIGIN: 2425 SOUTH YUKON  
TULSA, OK 74107

TO:

CONSIGNEE: EDIBLE INFUSIONS JOB SITE  
160 EAGLE DRIVE

STREET

DESTINATION

WINNIFEG, MB

ZIP R2R 1V5

EMERGENCY RESPONSE PHONE NO.

DELIVERING CARRIER

3RD PARTY

ROUTE JOB EDIBLES

VEHICLE NUMBER

S3F 206T

| NO. PACKAGES          | + HM | KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS                                 | *WEIGHT (SUBJECT TO CORR.) | CLASS OR RATE | ✓ CHARGES (FOR CARRIER USE ONLY) |
|-----------------------|------|--|----------------------------|---------------|----------------------------------|
| 4                     |      | AIR COOLERS ITEM 114125 SUB 4<br>* KN-015-4-0-2409-SHB: A ANGL82164<br>ANGL82165 ANGL82166 ANGL82167   | 8120<br>E117!              | 92.5          |                                  |
| NOTIFY:               |      | COLIN (204) 231-1094<br>48 HOURS PRIOR TO DELIVERY   |                            |               |                                  |
| SPECIAL INSTR./EQUIP. |      | OPEN TOP TRAILER AND ALL AT<br>ONE TIME FOR CRANE UNLOADING.<br>UNITS ON SITE WITH NOTICE CALL<br>15FT |                            |               |                                  |
| <p>Barry</p>          |      |  |                            |               |                                  |

MIT C.O.D. TO:

C.O.D. FEE:

☐ Prepaid  
☐ Collect \$

COD Amt. \$

When shipment moves between two ports by a carrier by water, law requires that the bill of lading shall state whether it is "weight" or "weight or shipper's weight".

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$ per

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

TOTAL CHARGES \$

Freight charges are PREPAID unless marked collect. ☐ Check box if charges are Collect.

Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

Shipper is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

AARON, INC.

Shipper, Per

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

Permanent post office address of shipper

+MARK WITH "X" TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN TITLE 49 OF FEDERAL REGULATIONS.

When transporting hazardous materials include the technical or chemical name for n.o.s. (not otherwise specified) or generic description of material with appropriate UN or NA number as defined in US DOT Emergency Response Communication Standard (HM-126C).  
Provide emergency response phone number in case of incident or accident.

2425 S. YUKON, TULSA, OK 74107 918-583-2266

PAGE 1

CUSTOMER NO. 572261  
 VENDOR @ CUST  
 CUST. P.O. DATE  
 CUST. P.O. NO. 131114-205253

ACK. DATE 11/11/19  
 REP. #1 421  
 REP. #2  
 REP. #3

CUST. CONTACT COLIN

AAON CONTACT BEN BAIER

TO  
 L  
 MIDWEST ENG (WINNIPEG)  
 1369 ERIN STREET  
 WINNIPEG, MB R3E-2S7  
 CANADA

TO  
 L  
 EDIBLE INFUSIONS JOB SITE  
 160 EAGLE DRIVE  
 WINNIPEG, MB R2K 1G5  
 CANADA

REVISED ROL: 867063

01/02/20 15:23:08

|                            |                      |                             |                 |                           |
|----------------------------|----------------------|-----------------------------|-----------------|---------------------------|
| POP ORDER NO.<br>50-872536 | TERMS<br>NET 30 DAYS | CUSTOMER JOB NO.<br>EDIBLES | SHIP ZONE<br>MB | REQ SHIP DATE<br>12/12/19 |
|----------------------------|----------------------|-----------------------------|-----------------|---------------------------|

|                           |                               |                      |  |
|---------------------------|-------------------------------|----------------------|--|
| SHIP VIA<br>3RD PARTY ALL | F.O.B. POINT<br>TUL-TULSA, OK | SHIP DATE<br>1-22-20 | CUST. INSPECT. REQ'D.<br>(204)231-1094 |
|---------------------------|-------------------------------|----------------------|--|

|                 |                          |        |
|-----------------|--------------------------|--------|
| IKTG. CODE<br>1 | FINAL DESTINATION<br>439 | NOTIFY |
|-----------------|--------------------------|--------|

| ITEM NO. | ORDER QTY | SHIP QTY | U/M | DESCRIPTION  | SER. NO.               | SER. NO.               |
|----------|-----------|----------|-----|--|------------------------|------------------------|
| 1        | 4         | 4        | EA  | 199522<br>RN-015-4-0-EAD9-3FR:<br>A000C00DSG000000F000E0000000H00YB<br>1) TAG: RTU-1,2,3,4<br>2) 6000 CFM @ 2.25 ESP<br>3) SA FAN BAND: 0 HZ: 70<br>4) ADDED LEAD TIME FOR:<br>S/S COIL CASING | ANGL82164<br>ANGL82166 | ANGL82163<br>ANGL82167 |
| 2        | 1         | 1        | EA  | SPECIAL<br>CHANGE CHARGE 11/8/2019. GM<br>REQ - 12/12/2019<br>11/8-REVISED FEATURE SC. GM  |                        |                        |

*Barry*

| NO. OF PKGS. | NET WEIGHT | LBS | KGS |
|--------------|------------|-----|-----|
|              |            |     |     |

THIS IS EXHIBIT "38"  
REFERRED TO IN THE AFFIDAVIT OF  
SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

# MONTHLY BORROWING BASE CERTIFICATE

VAUGHN CREDIT CORP (US FTA)  
AS OF MONTH END: January 29, 2020

For The Vaughn-Carterton Fund  
Address: 401 Vantage Avenue  
Sunnyvale, CA  
94085-5000

Attention: Kyle Robinson

- (1) Vaughn-Carterton Fund accounts under Facility #1 will be of all lines no later than:  
(a) \$2,100,000 by the end of January, and  
(b) the 100% of  
(i) 15% of the receivable value (defined as:  
Accounts receivable net of 90 day accounts,  
holdbacks, related accounts, future accounts,  
insurance payables, and priority payables (same to  
outside payables to subcontracted driver payables))

Excludes to be forward transfer from initial funding onwards.

| Vaughn-Carterton Fund   |  |           |                 |
|---|--|-----------|-----------------|
| Gross CTR Accounts Receivable   |  |           | \$1,473,920     |
| Less: Over 90 day accounts  |  |           | \$59,470        |
| Less: Control accounts  |  |           | \$0             |
|   | Includes RTS Factoring fee on initial draw |           |                 |
|   | Taxes                                      |           |                 |
| Less: Priority payables (including but not limited to taxes,<br>vacation payables and accrued wages and commission, same<br>to outside payables to subcontracted driver payables) | Vacation payable                           |           |                 |
|   | Accrued wages                              |           |                 |
|   | Accrued Commission                         |           |                 |
|   |  |           | \$0             |
| Net Marginal CTR Accounts Receivable (A)  |  |           | \$1,414,450     |
|   |  |           | \$0             |
| Gross US Accounts Receivable  |  | \$801,137 |                 |
| Less: Over 90 day accounts  |  | \$13,025  |                 |
| Less: Control accounts  |  | \$0       |                 |
| Net Marginal US Accounts Receivable   |  |           | \$788,112       |
| Converted to CTR by 1.32 (2 Decimals only) (B)  | Equation plug:                             | 1.32      | \$1,040,572     |
| Total Marginal CTR Receivables (A + B)  |  |           | \$2,556,024     |
| at 15% (1)  |  |           | \$1,917,018 (2) |

| Vaughn-Carterton Fund   |  |          |                     |
|---|--|----------|---------------------|
| Gross CTR Accounts Receivable   |  |          | \$235,771           |
| Less: Over 90 day accounts  |  |          | \$0                 |
| Less: Control accounts  |  |          |                     |
|   | Includes RTS Factoring fee on initial draw |          |                     |
|   | Taxes                                      |          |                     |
| Less: Priority payables (including but not limited to taxes,<br>vacation payables and accrued wages and commission, same<br>to outside payables to subcontracted driver payables) | Vacation payable                           |          |                     |
|   | Accrued wages                              |          |                     |
|   | Accrued Commission                         |          |                     |
|   |  |          | \$0                 |
| Net Marginal CTR Accounts Receivable (A)  |  |          | \$235,771           |
| Gross US Accounts Receivable  |  | \$59,015 |                     |
| Less: Over 90 day accounts  |  | \$0      |                     |
| Less: Control accounts  |  | \$0      |                     |
| Net Marginal US Accounts Receivable   |  |          | \$59,015            |
| Converted to CTR by 1.32 (2 Decimals only) (B)  | Equation plug:                             | 1.32     | \$77,900            |
| Total Marginal CTR Receivables (A + B)  |  |          | \$313,676           |
| at 15% (1)  |  |          | \$235,258 (2)       |
| Coverage Available (1 + 2)  |  |          | \$2,152,276 (1 + 2) |
| Outstanding balance at month end  |  |          | \$0                 |
| Interest Charges  |  |          | \$1,353,076         |

Other: Vaughn-Carterton Fund  
File: Vaughn-Carterton Fund

0000000

ACCOUNTS RECEIVABLE AGING as of 2/29/2020  
KINGS CARGO EXPRESS LTD.

AGE DATES: 2020-03-01  
INCLUDE BILL & PAY POSTED TO A/R

| BILL NUMBER  | DATE | TYPE | AGE | BALANCE    | 0 - 30    | 31 - 60   | 61 - 90   | 91 - 120 | 121 + |
|--|------|------|-----|------------|-----------|-----------|-----------|----------|-------|
| CANADIAN DOLLARS                                   |      |      |     |            |           |           |           |          |       |
| ALL CONNECT LOGISTICAL SERVICES INC (ALLCONCAN)    |      |      |     | 2,100.00   | 2,100.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| ALL RIGHTS FREIGHT INC. (ALLPONBAA)                |      |      |     | 1,700.00   | 1,700.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| AMT SAFE & SURE LOGISTICS INC (AMTOWWDOA)          |      |      |     | 3,700.00   | 0.00      | 3,700.00  | 0.00      | 0.00     | 0.00  |
| ARRIVAL GROUND TRANSPORTATION (ARRHOMONA)          |      |      |     | 10,000.00  | 10,000.00 | 0.00      | 0.00      | 0.00     | 0.00  |
| ARRIVALQUIP (ARRWOMB)                              |      |      |     | 31,030.00  | 12,950.00 | 31,175.00 | 27,815.00 | 0.00     | 0.00  |
| BESTWAY CARGO MANAGEMENT INC (BESTMBWNN)           |      |      |     | 18,600.00  | 8,400.00  | 12,200.00 | 0.00      | 0.00     | 0.00  |
| BHIL TRANSPORTATION (BHILTONLPS)                   |      |      |     | 8,800.00   | 0.00      | 1,700.00  | 7,100.00  | 0.00     | 0.00  |
| BUMBLE VERSATILE INC (BUMBWBINA)                   |      |      |     | 2,360.19   | 0.00      | 0.00      | 0.00      | 2,360.19 | 0.00  |
| BULK PLUS LOGISTICS LP (BULCANCA)                  |      |      |     | 2,200.00   | 0.00      | 2,200.00  | 0.00      | 0.00     | 0.00  |
| C&T GLOBAL INC (CATGOCOTA)                         |      |      |     | 1,000.00   | 1,000.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| CH ROBINSON WORLDWIDE INC. BILLING (CHILCH)        |      |      |     | 163,978.24 | 27,646.00 | 59,780.28 | 16,550.00 | 0.00     | 0.00  |
| CARTE INTO (CARMBWNA)                              |      |      |     | 2,400.00   | 2,400.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| CE CONSTANTIN LTD (CECOCATYANA)                    |      |      |     | 1,000.00   | 1,000.00  | 2,500.00  | 0.00      | 0.00     | 0.00  |
| CDI INTERNATIONAL INC (CDIABIGH)                   |      |      |     | 2,800.00   | 0.00      | 0.00      | 2,800.00  | 0.00     | 0.00  |
| CHALLENGER LOGISTICS INC (CHALOWCAN)               |      |      |     | 5,200.00   | 0.00      | 5,200.00  | 0.00      | 0.00     | 0.00  |
| CHARRER LOGISTICS (CHARRWMBB)                      |      |      |     | 9,300.00   | 9,300.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| CHOWWCHARRERS LTD (CHOWCLANA)                      |      |      |     | 4,000.00   | 0.00      | 0.00      | 4,000.00  | 0.00     | 0.00  |
| CONTRAM FLATBED GROUP CO INC (CONOWHGA)            |      |      |     | 4,850.00   | 0.00      | 4,850.00  | 0.00      | 0.00     | 0.00  |
| CS-IT TRANSPORTATION INC (CSTOWNBURB)              |      |      |     | 1,000.00   | 1,000.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| Day & Ross Inc (DOWNSHAR)                          |      |      |     | 8,200.00   | 0.00      | 8,200.00  | 0.00      | 0.00     | 0.00  |
| DBA EVERYPOINT LOGISTICS HUDSON (DBAEOCHLMA)       |      |      |     | 1,700.00   | 0.00      | 1,700.00  | 0.00      | 0.00     | 0.00  |
| DESI ENTERPRISES LIMITED (DESECSURR)               |      |      |     | 15,500.00  | 15,500.00 | 0.00      | 0.00      | 0.00     | 0.00  |
| DV LOGISTICS LTD (DWOBCABBA)                       |      |      |     | 10,000.00  | 10,000.00 | 0.00      | 0.00      | 0.00     | 0.00  |
| DVL LOGISTICS INC (DVLPCOSAA)                      |      |      |     | 17,000.00  | 0.00      | 11,000.00 | 6,000.00  | 0.00     | 0.00  |
| DYNAMIC CONNECTIONS (DYNOWDA)                      |      |      |     | 8,000.00   | 8,000.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| ECLIFF TRANSPORT (ECLIFCAGAA)                      |      |      |     | 13,600.00  | 7,500.00  | 6,200.00  | 9,900.00  | 0.00     | 0.00  |
| ENERGY LOGISTICS (ENEROCLASA)                      |      |      |     | 900.00     | 900.00    | 0.00      | 0.00      | 0.00     | 0.00  |
| ENERGY LOGISTICS INC (ENERONETON)                  |      |      |     | 5,400.00   | 0.00      | 5,400.00  | 0.00      | 0.00     | 0.00  |
| F&B FREIGHT INC (F&BMBLORA)                        |      |      |     | 7,638.68   | 0.00      | 0.00      | 7,638.68  | 0.00     | 0.00  |
| FBN CONSULTING (FBNCONTRUA)                        |      |      |     | 8,150.00   | 0.00      | 500.00    | 7,650.00  | 0.00     | 0.00  |
| FLS TRANSPORTATION SERVICES LIMITED (FLSCOMON)     |      |      |     | 65,870.00  | 69,870.00 | 8,400.00  | 0.00      | 0.00     | 0.00  |
| FOCUS WEST LOGISTICS LTD (FOCUSCLANA)              |      |      |     | 8,100.00   | 0.00      | 8,100.00  | 0.00      | 0.00     | 0.00  |
| FRIEHTERA (FRIEBOYANA)                             |      |      |     | 15,600.00  | 7,500.00  | 7,600.00  | 0.00      | 0.00     | 0.00  |
| FUTURE TECH TRANSPORT (FUTUBCLANA)                 |      |      |     | 2,300.00   | 2,300.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| GALLIEN INTERNATIONAL FREIGHT SYSTEMS (GALLISQANA) |      |      |     | 1,827.50   | 1,827.50  | 0.00      | 0.00      | 0.00     | 0.00  |
| GRIPWIRE (GRIPOMBWIM)                              |      |      |     | 3,600.00   | 3,600.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| GOLD LEAF CARRIERS INC (GOLOBOSURA)                |      |      |     | 5,400.00   | 5,400.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| GOLDEN INTERNATIONAL (GOLEWBSOA)                   |      |      |     | 9,700.00   | 0.00      | 0.00      | 9,700.00  | 0.00     | 0.00  |
| GRI ROLL TRANSPORTATION SERVICES INC (GRIROCLACA)  |      |      |     | 10,700.00  | 14,100.00 | 10,400.00 | 6,200.00  | 0.00     | 0.00  |
| HARRIS TRANSPORT (HARRMBWIM)                       |      |      |     | 3,700.00   | 3,700.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| HARRIS TRANSPORT LTD (HARRMBWNN)                   |      |      |     | 10,950.00  | 4,500.00  | 0.00      | 6,450.00  | 0.00     | 0.00  |
| HOPKINS TRANSPORTATION INC (HOPKONPYCS)            |      |      |     | 6,000.00   | 0.00      | 0.00      | 6,000.00  | 0.00     | 0.00  |
| HIS FREIGHT LOGISTICS (HISFONBOLA)                 |      |      |     | 7,800.00   | 7,800.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| IMPLEMENT RALER CO. INC (BUHMERLAP)                |      |      |     | 1,375.00   | 0.00      | 0.00      | 0.00      | 1,375.00 | 0.00  |
| INDUSTRIAL METAL (INDUABFORA)                      |      |      |     | 5,525.89   | 4,475.89  | 1,050.00  | 0.00      | 0.00     | 0.00  |
| INTEGRATED CARRIERS (INTEOWTRUA)                   |      |      |     | 2,000.00   | 0.00      | 2,000.00  | 0.00      | 0.00     | 0.00  |
| ISG TRANSPORTATION (ISGTONBRAM)                    |      |      |     | 5,400.00   | 5,400.00  | 0.00      | 0.00      | 0.00     | 0.00  |
| JACOB EDGE ENTERPRISES LTD (JACOBGABBA)            |      |      |     | 46,600.00  | 21,000.00 | 18,000.00 | 6,000.00  | 0.00     | 0.00  |
| JL TRANSPORT INC (JLTRBOSUPR)                      |      |      |     | 12,000.00  | 0.00      | 0.00      | 12,000.00 | 0.00     | 0.00  |
| JORI INTERNATIONAL (JORIABGALA)                    |      |      |     | 50.00      | 0.00      | 0.00      | 0.00      | 0.00     | 50.00 |
| KEYSTONE WESTERN (KEYSMBLEA)                       |      |      |     | 11,745.00  | 1,850.00  | 9,900.00  | 0.00      | 0.00     | 0.00  |
| LANDSTAR (LSTV BROKERAGE BILLING (LANDFLUACA)      |      |      |     | 9,500.00   | 8,000.00  | 1,500.00  | 0.00      | 0.00     | 0.00  |
| LEGEND LOGISTICS INC (LEGFOMMBA)                   |      |      |     | 7,500.00   | 3,700.00  | 1,900.00  | 0.00      | 0.00     | 0.00  |



|  |           |           |           |           |          |           |
|--|-----------|-----------|-----------|-----------|----------|-----------|
| UNION FREIGHT SERVICES (UASMBWMB)                | 100.00    | 100.00    | 0.00      | 0.00      | 0.00     | 0.00      |
| UNIPAMA LOGISTICS (UNIPAMWMA)                    | 3,800.00  | 0.00      | 2,000.00  | 0.00      | 0.00     | 0.00      |
| UTAH FREIGHTS (UTAHSCALA)                        | 5,800.00  | 1,800.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| UTAHMAH LOGISTICS (UJLORWMA)                     | 2,800.00  | 0.00      | 0.00      | 2,800.00  | 0.00     | 0.00      |
| LOGISTIQUE UTARME INTERNATIONAL INC. (LOGICRTE)  | 14,900.00 | 8,500.00  | 8,400.00  | 0.00      | 0.00     | 0.00      |
| AMATELAIR LOGISTICS (AMTEOMISA)                  | 5,800.00  | 11,700.00 | 5,200.00  | 0.00      | 0.00     | 0.00      |
| WAYRIM LOGISTICS-MANAGEMENT (WAYEPATIA)          | 90,174.50 | 20,440.00 | 85,734.50 | 0.00      | 0.00     | 0.00      |
| WIKIMWA LOGISTICS (WIKIMWOWA)                    | 1,800.00  | 0.00      | 1,600.00  | 0.00      | 0.00     | 0.00      |
| WINDUATE TRANSPORT SOLUTIONS (WINDCHAFUM)        | 15,800.00 | 5,000.00  | 9,600.00  | 0.00      | 0.00     | 0.00      |
| WINTERLAND TRANSPORT SERVICES (WINTERCHAM)       | 9,000.00  | 2,100.00  | 6,200.00  | 0.00      | 0.00     | 0.00      |
| WETGLOBAL (WETOWWMA)                             | 5,200.00  | 0.00      | 4,200.00  | 0.00      | 0.00     | 0.00      |
| NEW HOPE TRANSPORT (NEWHOMWMA)                   | 34,200.00 | 34,200.00 | 0.00      | 0.00      | 0.00     | 0.00      |
| WEI LOGISTICS LLC (WEILWMA)                      | 5,800.00  | 0.00      | 5,800.00  | 0.00      | 0.00     | 0.00      |
| NORTH AMERICA TRANSPORTATION SERVICE (NORTHOMEA) | 1,100.00  | 0.00      | 5,300.00  | 0.00      | 0.00     | 0.00      |
| UNION ONE CONSULTING LTD (UNIONSCALA)            | 10,000.00 | 0.00      | 0.00      | 0.00      | 0.00     | 10,000.00 |
| ORIONW CARRIER SERVICES (ORIONWMA)               | 5,000.00  | 2,000.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| ORTIME TRANSIT (ORTIMABDMA)                      | 23,800.00 | 0.00      | 0.00      | 0.00      | 0.00     | 12,800.00 |
| PAIGE LOGISTICS (PAIGECALIA)                     | 1,120.00  | 5,800.00  | 5,620.00  | 0.00      | 0.00     | 0.00      |
| PAYRE TRANSPORTATION LTD. (PAYRMBWM)             | 1,000.00  | 1,800.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| PENMAN HILLS TRANSFER UNITED (PENMBMDORA)        | 850.00    | 0.00      | 850.00    | 0.00      | 0.00     | 0.00      |
| PENAGON LOGISTICS (PENOMWISA)                    | 1,000.00  | 0.00      | 1,800.00  | 0.00      | 0.00     | 0.00      |
| PETRA FREIGHT FORWARDING INC (PETRAMIANA)        | 1,000.00  | 5,800.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| PATRAILERS CANADA (PATRAMBOM)                    | 43,100.00 | 23,000.00 | 9,800.00  | 4,300.00  | 0.00     | 0.00      |
| PRECISION SYSTEMS INC (PRECYSWMB)                | 1,027.00  | 1,027.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| PRO-METAL (PROMAMWMA)                            | 8,380.27  | 0.00      | 5,180.27  | 0.00      | 0.00     | 0.00      |
| PROFITAL MANAGEMENT INC (PROPLAC)                | 1,027.00  | 1,748.61  | 1,027.00  | 0.00      | 0.00     | 0.00      |
| QUICK TRUCKING LTD (QUICKSCALA)                  | 20,000.00 | 7,800.00  | 45,100.00 | 0,000.00  | 0.00     | 0.00      |
| QUARTERBACK TRANSPORT (QUBINC) (QUBOMWMA)        | 7,075.00  | 7,075.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| RAIL TRANSPORTATION SERVICES (RAILROMWMA)        | 1,200.00  | 0.00      | 3,200.00  | 0.00      | 0.00     | 0.00      |
| RAUMPROS TRANSPORT LTD (RAUMCHUREGA)             | 5,000.00  | 0.00      | 4,700.00  | 0.00      | 0.00     | 0.00      |
| RAVEWAY FREIGHT LTD (RAVECOMWMA)                 | 1,500.00  | 5,500.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| RAV LOGISTICS (RAVLOCOMWMA)                      | 15,000.00 | 10,800.00 | 4,500.00  | 0.00      | 0.00     | 0.00      |
| RAV TRANSPORT & LOGISTICS (RAVLOCOMWMA)          | 1,000.00  | 1,000.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| RAV LOGISTICS OF SOME TRANSPORTATION             | 24,275.00 | 21,900.00 | 33,075.00 | 0.00      | 0.00     | 0.00      |
| ROYAL BUILDING PRODUCTS (ROYALWMA)               | 8,280.41  | 0.00      | 4,280.41  | 0.00      | 0.00     | 0.00      |
| SAFECO TRUCKING LIMITED (SAFEMWMB)               | 5,800.00  | 6,450.00  | 2,000.00  | 0.00      | 0.00     | 0.00      |
| SAFECO-EM TRANSPORT SYSTEM (SAFECOMWMA)          | 4,000.00  | 4,800.00  | 4,000.00  | 0.00      | 0.00     | 0.00      |
| SALENA LOGISTICS LTD (SALECOMWMA)                | 14,000.00 | 12,000.00 | 2,000.00  | 0.00      | 0.00     | 0.00      |
| STANHEST TRANSPORT INC (STANQUEVA)               | 8,500.00  | 8,500.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| STANSE TRAILER SALES (STANSECOMWMA)              | 1,000.00  | 0.00      | 0.00      | 0.00      | 1,000.00 | 0.00      |
| STANSE TRAILER EXPRESS (STANSEWMA)               | 5,000.00  | 9,000.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| STANSON LINE LIMITED (STANSONWMA)                | 15,800.00 | 15,800.00 | 5,275.00  | 0.00      | 0.00     | 0.00      |
| STANSON TRANSPORTATION (STANSONSCALA)            | 1,000.00  | 1,500.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| STANSON TRANSPORTATION LTD (STANSONBOM)          | 5,200.00  | 700.00    | 9,275.00  | 0.00      | 0.00     | 0.00      |
| STANSON LOGISTICS INC (STANSONBOM)               | 8,000.00  | 0.00      | 6,000.00  | 0.00      | 0.00     | 0.00      |
| STANSON TRANSPORT & LOGISTICS (STANSONWMA)       | 10,000.00 | 8,000.00  | 1,000.00  | 0.00      | 0.00     | 0.00      |
| STANSON LOGISTICS (STANSONWMA)                   | 5,000.00  | 5,000.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| STANSON LOGISTICS (STANSONWMA)                   | 14,400.00 | 0.00      | 0.00      | 14,400.00 | 0.00     | 0.00      |
| STANSON LOGISTICS (STANSONWMA)                   | 27,075.00 | 26,000.00 | 15,115.00 | 0.00      | 0.00     | 0.00      |
| STANSON GROUP OF COMPANIES (STANSONWMA)          | 15,100.00 | 5,000.00  | 13,200.00 | 0.00      | 0.00     | 0.00      |
| STANSON/RAV FREIGHTWAYS (STANSONWMA)             | 3,000.00  | 0.00      | 3,000.00  | 0.00      | 0.00     | 0.00      |
| STANSON SERVICES LLC (STANSONWMA)                | 4,700.00  | 5,200.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| STANSON LOGISTICS (STANSONWMA)                   | 4,000.00  | 4,000.00  | 0.00      | 0.00      | 0.00     | 0.00      |
| STANSON TRANSPORT LTD (STANSONWMA)               | 5,000.00  | 0.00      | 5,000.00  | 0.00      | 0.00     | 0.00      |
| STANSON TRAILER (STANSONWMA)                     | 1,400.00  | 0.00      | 4,400.00  | 0.00      | 0.00     | 0.00      |
| STANSON ALLIANCE LOGISTICS (STANSONWMA)          | 1,800.00  | 800.00    | 2,000.00  | 0.00      | 0.00     | 0.00      |
| STANSON/HAUSER COMPANY (STANSONWMA)              | 22,600.00 | 14,000.00 | 79,000.00 | 0.00      | 0.00     | 0.00      |
| STANSON FREIGHT MANAGEMENT INC (STANSONWMA)      | 5,000.00  | 0.00      | 5,000.00  | 0.00      | 0.00     | 0.00      |
| STANSON LOGISTICS (STANSONWMA)                   | 1,200.00  | 0.00      | 1,200.00  | 0.00      | 0.00     | 0.00      |
| STANSON LOGISTICS (STANSONWMA)                   | 1,000.00  | 0.00      | 3,500.00  | 0.00      | 0.00     | 0.00      |

|   |                     |                   |                    |                   |                 |                  |
|---|---------------------|-------------------|--------------------|-------------------|-----------------|------------------|
| ZEVELMAN INDUSTRIES (ZEKEONHARA)                  | 8,885.78            | 4,312.82          | 4,076.14           | 0.00              | 0.00            | 0.00             |
| <b>TOTAL C&amp;D</b>                              | <b>1,573,921.83</b> | <b>692,342.31</b> | <b>-552,958.17</b> | <b>160,251.55</b> | <b>4,756.08</b> | <b>53,714.79</b> |
| <b>US DOLLARS</b>                                 |                     |                   |                    |                   |                 |                  |
| 1ST COAST DREGO (1SDOFLACA)                       | 15,100.00           | 2,320.00          | 8,800.00           | 0.00              | 0.00            | 0.00             |
| ACE LOGISTICS (ACEKAPREA)                         | 5,600.00            | 0.00              | 5,600.00           | 0.00              | 0.00            | 0.00             |
| ALLANCE TRUCKING (ALLORNBUR)                      | 1,750.00            | 0.00              | 0.00               | 0.00              | 0.00            | 750.00           |
| ALWAYS TRUCKING (INCORPORATED) (ALLORNBDF)        | 6,300.00            | 0.00              | 6,300.00           | 0.00              | 0.00            | 0.00             |
| ARDESA (ARCBARFORA)                               | 4,629.14            | 0.00              | 0.00               | 8,829.86          | 0.00            | 0.00             |
| ATLANTIC LOGISTICS INC (ATLORLIACA)               | 4,500.00            | 0.00              | 0.00               | 3,500.00          | 0.00            | 0.00             |
| ATS LOGISTICS SERVICES INC (ATSMNETCA)            | 8,750.00            | 3,100.00          | 5,650.00           | 0.00              | 0.00            | 0.00             |
| AXIOM LOGISTICS INC (AXIOMTLOLA)                  | 50,675.00           | 15,808.67         | 19,845.82          | 17,593.56         | 0.00            | 0.00             |
| BA LOGISTICS (BAILOWLASH)                         | 1,000.00            | 1,000.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| BENNETT SERVICES INC (BAGBALBIRA)                 | 6,175.00            | 6,175.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| BENMAC LOGISTICS (BENMPAMBRA)                     | 3,700.00            | 0.00              | 0.00               | 3,700.00          | 0.00            | 0.00             |
| BENNETT INTERNATIONAL GROUP LLC (BENNGAMCOC)      | 9,600.00            | 9,600.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| BENNETT INTERNATIONAL LOGISTICS, LLC (BENNLAMCOK) | 5,000.00            | 0.00              | 0.00               | 0.00              | 0.00            | 8,800.00         |
| BESTWAY CARGO MANAGEMENT INC (BESTMBWMP)          | 900.00              | 0.00              | 900.00             | 0.00              | 0.00            | 0.00             |
| BLACK CAT GLAZES LTD (BLACKMBEEL)                 | 1,200.00            | 0.00              | 1,200.00           | 0.00              | 0.00            | 0.00             |
| BNTOLUYS (BULK LIMITED) (BNOLUCSUR)               | 3,600.00            | 3,000.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| BRENNY TRANSPORTATION (BRENNMSA)                  | 6,200.00            | 2,000.00          | 4,000.00           | 0.00              | 0.00            | 0.00             |
| BUEHLER TRADING INC (BUEHLER)                     | 2,034.18            | 0.00              | 2,034.18           | 0.00              | 0.00            | 0.00             |
| C.F. ROBINSON (CHROONCONNY)                       | 1,960.00            | 0.00              | 0.00               | 1,960.00          | 0.00            | 0.00             |
| CARRIER DRIVE (CARRERLARA)                        | 1,000.00            | 1,000.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| CIRCLE LOGISTICS (CIRCLINFOR)                     | 35,000.00           | 21,600.00         | 13,400.00          | 0.00              | 0.00            | 0.00             |
| COAST 2 COAST LOGISTICS (COASORMEDA)              | 16,000.00           | 0.00              | 16,000.00          | 0.00              | 0.00            | 0.00             |
| CIL TRANSPORT, LLC (CILTRKSOVER)                  | 4,800.00            | 0.00              | 4,800.00           | 0.00              | 0.00            | 0.00             |
| CIL TRANSPORT (CILTRKSOVER)                       | 2,300.00            | 2,300.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| COOVER SERVICES INC (COVERDEMA)                   | 4,900.00            | 2,900.00          | 2,000.00           | 0.00              | 0.00            | 0.00             |
| CURRE LOGISTICS LLC (CURPLAUMA)                   | 19,000.00           | 3,800.00          | 7,800.00           | 7,800.00          | 0.00            | 0.00             |
| ECHO GLOBAL LOGISTICS (ECHOGLMA)                  | 7,200.00            | 0.00              | 6,500.00           | 3,400.00          | 0.00            | 0.00             |
| EQUIPMENT SERVICES (EQUIPALEVA)                   | 2,800.00            | 0.00              | 2,800.00           | 0.00              | 0.00            | 0.00             |
| EXPRESS TRANSPORT SERVICES INC (EXPORORDLA)       | 4,200.00            | 0.00              | 3,200.00           | 0.00              | 0.00            | 0.00             |
| FAB FREIGHT INC (FABRMBLORA)                      | 1,126.00            | 1,126.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| FOX COMPANIES (FOXOMTAMMA)                        | 15,218.25           | 5,650.25          | 0.00               | 9,868.00          | 0.00            | 0.00             |
| FREIGHT SAVER (FREICARUNA)                        | 5,000.00            | 0.00              | 5,000.00           | 0.00              | 0.00            | 0.00             |
| FREIGHT TEC (FREITIBOUL)                          | 2,450.00            | 2,450.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| FREIGHTXTRITE INC (FREPLPALM)                     | 3,200.00            | 3,200.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| GILTRICK LOGISTICS SERVICES INC (GILTYOTMM)       | 17,800.00           | 17,400.00         | 9,200.00           | 0.00              | 0.00            | 0.00             |
| GUIDED LOGISTICS (GUIDPAWAS)                      | 9,100.00            | 9,100.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| HERITAGE TRUCKING LLC (HERINTCHAA)                | 5,000.00            | 0.00              | 5,000.00           | 0.00              | 0.00            | 0.00             |
| HORIZON INTERNATIONAL DISTRIBUTORS (HORNMBWMA)    | 1,700.00            | 1,700.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| ILINDS (LIFT EQUIPMENT) (ILINDORNA)               | 15,100.00           | 3,300.00          | 12,800.00          | 0.00              | 0.00            | 0.00             |
| INFINITI LOGISTICS (INFINISOVER)                  | 2,200.00            | 0.00              | 2,200.00           | 0.00              | 0.00            | 0.00             |
| INTEGRITY EXPRESS LOGISTICS (INTEGRION)           | 1,600.00            | 0.00              | 1,600.00           | 0.00              | 0.00            | 0.00             |
| INTEGROW LOGISTICS LLC (INTEGBALPA)               | 1,175.00            | 0.00              | 1,175.00           | 0.00              | 0.00            | 0.00             |
| JDE TEK INC (JDETYKMTVA)                          | 2,500.00            | 0.00              | 2,500.00           | 0.00              | 0.00            | 0.00             |
| KENMAC METALS (KENMMIKENA)                        | 8,052.29            | 2,092.28          | 1,819.00           | 4,132.00          | 0.00            | 0.00             |
| KENMAC METALS GUN FRANKLIN (KENNYTROM)            | 8,889.77            | 3,623.64          | 2,715.95           | 0.00              | 0.00            | 0.00             |
| KENORA FICKST PRODUCTS (KENORDMERO)               | 5,275.00            | 0.00              | 0.00               | 0.00              | 0.00            | 5,275.00         |
| KING OF FREIGHT (KINGKSWICA)                      | 2,000.00            | 0.00              | 2,000.00           | 0.00              | 0.00            | 0.00             |
| KING OF FREIGHT (KINGKSWICK)                      | 2,105.00            | 1,200.00          | 975.00             | 0.00              | 0.00            | 0.00             |
| LAMBERT ATTORNEY FIDELITY BILLING (LAMBLJACK)     | 68,714.00           | 26,344.00         | 6,100.00           | 20,270.00         | 0.00            | 0.00             |
| LINERAIL LOGISTICS INC (LINEMTISA)                | 1,800.00            | 0.00              | 1,800.00           | 0.00              | 0.00            | 0.00             |
| LOGISTICS DYNAMICS INC (LOGINYAMMA)               | 3,200.00            | 0.00              | 3,200.00           | 0.00              | 0.00            | 0.00             |
| LORPRO LOGISTICS LTD (LORPRABOKDA)                | 3,000.00            | 0.00              | 3,000.00           | 0.00              | 0.00            | 0.00             |
| MTI TRANSPORT LTD (MTIRABCALA)                    | 3,500.00            | 3,500.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| MATSON LOGISTICS SERVICES LLC (MATSONAKRB)        | 1,500.00            | 1,500.00          | 0.00               | 0.00              | 0.00            | 0.00             |
| MERCER TRANSPORTATION (MERCORYLOLA)               | 5,028.49            | 5,028.49          | 2,750.00           | 0.00              | 0.00            | 0.00             |
| MEADOW LAM AGENCY INC (MEADMTSILB)                | 4,100.00            | 0.00              | 0.00               | 3,100.00          | 0.00            | 0.00             |



|   |                   |                   |                   |                   |             |                  |
|---|-------------------|-------------------|-------------------|-------------------|-------------|------------------|
| MILLAR WESTERN FOREST PRODUCTS (MILLABEDMB)   | 13,921.73         | 11,140.22         | 2,881.80          | 0.00              | 0.00        | 0.00             |
| MOTHERLAD TRANSPORT SERVICES (MOTHECHAH)      | 9,500.00          | 7,950.00          | 1,550.00          | 0.00              | 0.00        | 0.00             |
| NELSON GRANITE LIMITED (NELSONVER)            | 9,707.50          | 4,950.50          | 0.00              | 4,757.00          | 0.00        | 0.00             |
| NELSON GRANITE LTD (NELSONVER)                | 2,350.00          | 2,350.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| NOLAN TRANSPORTATION GROUP INC (NOLASATLA)    | 11,640.00         | 11,150.00         | 500.00            | 0.00              | 0.00        | 0.00             |
| OMNI TRANSPORTATION SERVICES INC (OMNIOCBGA)  | 8,200.00          | 8,000.00          | 0.00              | 2,000.00          | 0.00        | 0.00             |
| PARAT LOGISTICS IP (PARATINM)                 | 4,000.00          | 0.00              | 4,000.00          | 0.00              | 0.00        | 0.00             |
| PROPAR CORPORATION (PROPARCORA)               | 2,000.00          | 2,000.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| RAR EXPRESS LOGISTICS INC (RAREXPARTB)        | 10,200.00         | 8,000.00          | 0.00              | 2,200.00          | 0.00        | 0.00             |
| RED RIVER TRANSPORTATION INC (REDRIBOUT)      | 10,600.00         | 0.00              | 10,600.00         | 0.00              | 0.00        | 0.00             |
| RELIABLE TRANSPORT SOLUTIONS (RELIOREBA)      | 700.00            | 0.00              | 0.00              | 700.00            | 0.00        | 0.00             |
| REPRESENTATIONS & LESSEES INC (REP/OCBHA)     | 550.00            | 0.00              | 550.00            | 0.00              | 0.00        | 0.00             |
| RIPLEY TRANSPORTATION COMPANY INC (RIPRMLITA) | 2,750.00          | 0.00              | 2,750.00          | 0.00              | 0.00        | 0.00             |
| RYAN TRANSPORTATION SERVICE INC (RYANROVEA)   | 6,600.00          | 6,600.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| SEARNS TRUCKING INC (SEARNIDRAM)              | 3,275.00          | 3,275.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| SHIPPING CONNECTIONS INC. (SHIPARCEBA)        | 1,376.00          | 0.00              | 1,376.00          | 0.00              | 0.00        | 0.00             |
| SMM LOGISTICS LLC (SMMKAWNA)                  | 13,650.00         | 0.00              | 7,200.00          | 6,450.00          | 0.00        | 0.00             |
| ST FREIGHT LLC (STFRWIMANA)                   | 4,050.00          | 4,050.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| STEELMORE FREIGHT SERVICES LTD (STEEBINGA)    | 3,600.00          | 3,600.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| SUNTECK TRANSPORT CO LLC (SUNTKYFBA)          | 20,100.00         | 24,100.00         | 5,200.00          | 5,600.00          | 0.00        | 0.00             |
| SYSTEM TRANSPORT INC (SYSTWASDA)              | 22,900.00         | 13,251.00         | 9,650.00          | 0.00              | 0.00        | 0.00             |
| T&P TRUCKING LIMITED (T&PTRBCLAK)             | 4,000.00          | 4,000.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| TOLU LOGISTICS (TOLUNAEFA)                    | 25,025.00         | 10,935.00         | 8,175.00          | 5,925.00          | 0.00        | 0.00             |
| TOLKO MARKETING AND SALES LTD (TOLKOVERB)     | 14,175.00         | 14,175.00         | 0.00              | 0.00              | 0.00        | 0.00             |
| TOLKO MARKETING AND SALES LTD (TOLKOVERM)     | 72,800.00         | 29,855.00         | 21,480.00         | 11,780.00         | 0.00        | 0.00             |
| TOTAL QUALITY LOGISTICS (TOLKYLOVA)           | 6,600.00          | 2,000.00          | 4,600.00          | 0.00              | 0.00        | 0.00             |
| TRANSPORT SERVICES LLC (TKANWIEBA)            | 1,838.22          | 0.00              | 1,838.22          | 0.00              | 0.00        | 0.00             |
| TRINITY LOGISTICS (TRINDSEBA)                 | 4,400.00          | 3,000.00          | 1,400.00          | 0.00              | 0.00        | 0.00             |
| VOLFA LOGISTICS (VOLFMWIN)                    | 4,200.00          | 3,200.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| WEST FRASER MILLS LTD. (WESTASUMB)            | 11,252.53         | 15,221.50         | 8,257.50          | 12,283.57         | 0.00        | 0.00             |
| WOODSTOCK FOREST PRODUCTS INC (WOODMBWNA)     | 1,000.00          | 1,000.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| WORLDWIDE EXPRESS (WORLDWDLK)                 | 6,900.00          | 1,900.00          | 3,000.00          | 0.00              | 0.00        | 0.00             |
| WORLDWIDE LOGISTICS (WORLDWLOA)               | 5,950.00          | 0.00              | 5,950.00          | 0.00              | 0.00        | 0.00             |
| ZMec Transportation Solutions (ZMAGNTRAGN)    | 5,400.00          | 5,400.00          | 0.00              | 0.00              | 0.00        | 0.00             |
| <b>TOTAL USD</b>                              | <b>801,337.04</b> | <b>570,572.67</b> | <b>273,751.3E</b> | <b>137,987.9E</b> | <b>0.00</b> | <b>0.0025.00</b> |

ACCOUNTS RECEIVABLE AGING as of 2/29/2020  
CANADA CARGO LINES LTD.

6% CANTICA ADT 1%  
INCLUDE BILLS NOT POSTED TO AP From

| BILL NUMBER   | DATE | TYPE | AGE | BALANCE    | 0 - 30     | 31 - 60   | 61 - 90 | 91 - 120 | 121+ |
|---|------|------|-----|------------|------------|-----------|---------|----------|------|
| CANADIAN DOLLARS                                      |      |      |     |            |            |           |         |          |      |
| WTS LOGISTICS SERVICES INC (ATSMNS) CA                |      |      |     | 9,713.66   | 9,762.86   | 5,660.00  | 0.00    | 0.00     | 0.00 |
| D H ROBINSON WORLDWIDE INC BILLING (CHI CHI)          |      |      |     | 94,621.43  | 78,626.43  | 15,895.00 | 0.00    | 0.00     | 0.00 |
| CIRCLE LOGISTICS (CIRCINFOR)                          |      |      |     | 5,504.52   | 5,504.52   | 0.00      | 0.00    | 0.00     | 0.00 |
| MAPLE LEAF FOODS INC FREIGHT AUDIT - 600 (MAPLEBWMNG) |      |      |     | 63,700.36  | 32,018.88  | 31,681.58 | 0.00    | 0.00     | 0.00 |
| MAPLE LEAF FREIGHT AUDIT - 600 (MAPLEBWMNA)           |      |      |     | 17,077.80  | 25,900.43  | 36,077.50 | 0.00    | 0.00     | 0.00 |
| ZEKELMAN INDUSTRIES (ZEKSONHARA)                      |      |      |     | 980.40     | 980.40     | 0.00      | 0.00    | 0.00     | 0.00 |
| TOTAL CAD   |      |      |     | 235,777.37 | 147,093.01 | 63,614.38 | 0.00    | 0.00     | 0.00 |
| US DOLLARS  |      |      |     |            |            |           |         |          |      |
| COYOTE LOGISTICS, LLC (COYOSARUP)                     |      |      |     | 3,500.00   | 0.00       | 3,500.00  | 0.00    | 0.00     | 0.00 |
| DSV/ROYD INC (DSVRORMEDA)                             |      |      |     | 20,297.70  | 5,897.70   | 14,400.00 | 0.00    | 0.00     | 0.00 |
| LANDSTAR ATTN BROKERAGE BILLING (LANDLJACA)           |      |      |     | 4,598.25   | 0.00       | 4,598.25  | 0.00    | 0.00     | 0.00 |
| MILLAR WILHELM (MILLABEDNA)                           |      |      |     | 19,457.16  | 11,567.30  | 8,889.86  | 0.00    | 0.00     | 0.00 |
| TOTAL QUALITY LOGISTICS (TOTQUAOKY)                   |      |      |     | 3,621.30   | 3,621.30   | 0.00      | 0.00    | 0.00     | 0.00 |
| WEST FRASER MILLS LTD (WESTABEDSC)                    |      |      |     | 3,147.01   | 5,809.51   | 4,297.50  | 0.00    | 0.00     | 0.00 |
| TOTAL USD   |      |      |     | 59,015.32  | 28,295.71  | 34,619.51 | 0.00    | 0.00     | 0.00 |

# Kings Cargo Express Ltd.

A/P Aging Summary

As of February- 29 - 2020

| Name                             | Current             | 31 - 60            | 61 - 90            | 90 - 120    | >120        | TOTAL            |
|----------------------------------|---------------------|--------------------|--------------------|-------------|-------------|------------------|
| Canada Revenue Agency            | \$ 19,135.60        | \$ -               | \$ -               | \$ -        | \$ -        | 19,135.60        |
| Canadian Linen & Uniform Service | \$ 116.24           | \$ 128.56          | \$ -               | \$ -        | \$ -        | 244.80           |
| Champion Towing Ltd.             | \$ 1,654.91         | \$ -               | \$ -               | \$ -        | \$ -        | 1,654.91         |
| Gold Business Solutions          | \$ 89.34            | \$ 210.52          | \$ -               | \$ -        | \$ -        | 299.86           |
| New Concept Imports Inc.         | \$ 112.00           | \$ 630.00          | \$ -               | \$ -        | \$ -        | 742.00           |
| Maxim Truck & Trailer Ltd.       | \$ 51.94            | \$ -               | \$ -               | \$ -        | \$ -        | 51.94            |
| WiBand Communication Corp        | \$ 670.88           | \$ -               | \$ -               | \$ -        | \$ -        | 670.88           |
| Redpath Transport Inc. (CAD)     | \$ 4,766.73         | \$ -               | \$ -               | \$ -        | \$ -        | 4,766.73         |
| Skillfull Transport Ltd          | \$ 1,519.60         | \$ -               | \$ -               | \$ -        | \$ -        | 1,519.60         |
| Star Drug Testing Services       | \$ -                | \$ 864.82          | \$ 425.69          | \$ -        | \$ -        | 1,290.51         |
| Samra Trucking Transport Ltd.    | \$ 2,978.68         | \$ -               | \$ -               | \$ -        | \$ -        | 2,978.68         |
| Kings Parts and Repair Ltd.      | \$ 3,461.85         | \$ -               | \$ 864.92          | \$ -        | \$ -        | 4,326.77         |
| Jas RB Gill Transport Ltd.       | \$ 2,279.17         | \$ -               | \$ -               | \$ -        | \$ -        | 2,279.17         |
| <b>TOTAL</b>                     | <b>\$ 36,836.94</b> | <b>\$ 1,833.90</b> | <b>\$ 1,290.61</b> | <b>\$ -</b> | <b>\$ -</b> | <b>39,961.45</b> |

**Canada Cargo Lines Ltd.**

A/P Aging Summary

As of Feb - 29 - 2020

| <b>Name</b>                | <b>Current</b>   | <b>31 - 60</b> | <b>61 - 90</b>  | <b>90 - 120</b> | <b>&gt;120</b> | <b>TOTAL</b>     |
|----------------------------|------------------|----------------|-----------------|-----------------|----------------|------------------|
| Champion Towing Ltd.       | 0.00             | 0.00           | 315.00          | 0.00            | 0.00           | 315.00           |
| Canada Revenue Agency      | 9,052.88         | 0.00           | 0.00            | 0.00            | 0.00           | 9,052.88         |
| Star Drug Testing Services | 0.00             | 230.87         | 685.64          | 0.00            | 0.00           | 916.51           |
| nland Glass                | 0.00             | 0.00           | 157.50          | 0.00            | 0.00           | 157.50           |
| D & J Glass                | 354.92           | 220.50         | 0.00            | 0.00            | 0.00           | 575.42           |
| Kings Parts & Repair Ltd.  | 865.65           | 0.00           | 0.00            | 0.00            | 0.00           | 865.65           |
| <b>TOTAL</b>               | <b>10,273.25</b> | <b>451.37</b>  | <b>1,158.14</b> | <b>0.00</b>     | <b>0.00</b>    | <b>11,882.76</b> |

THIS IS EXHIBIT "39"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA

## Schop, Michelle

---

**From:** Rob Evenson <REvenson@kleysen.com>  
**Sent:** 24-Sep-20 3:53 PM  
**To:** Gabor, Sam  
**Subject:** RE: Kings Cargo Express Ltd.

Sam,

The last time we were invoiced by Kings Cargo Express was on August 1<sup>st</sup>, 2019 and payment would have been made between 37-40 days later.

Thanks,  
Rob

Rob Evenson, CPA, CMA  
VP, Finance & Administration  
**Kleysen Group Ltd.**  
(direct) 204.488.5363  
(cell) 204.782.0752

---

**From:** Gabor, Sam <sam.gabor@dentons.com>  
**Sent:** Thursday, September 24, 2020 4:33 PM  
**To:** Rob Evenson <REvenson@kleysen.com>  
**Subject:** RE: Kings Cargo Express Ltd.

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Rob for the email.

Would you be able to kindly advise when was the last time Kleysen Group paid Kings Cargo Express or was invoiced by it? This will assist us in dealing with this matter.

 **Sam Gabor**

Senior Associate and Trademark Agent

Visit the [New Dynamic Hub](#), available to our clients and communities as part of the commitment that Dentons, the world's largest law firm, is making across 75+ countries, to address accelerating change resulting from the pandemic.

D +1 403 268 3048  
[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)  
[Bio](#) | [Website](#)

Dentons Canada LLP  
15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

[Rattagan Macchiavello Arocena](#) > [Jiménez de Aréchaga, Viana & Brause](#) > [Lee International](#) >  
[Kensington Swan](#) > [Bingham Greenebaum](#) > [Cohen & Grigsby](#) > [Sayarh & Menjra](#) > [Larraín Rencoret](#)

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**From:** Rob Evenson <[REvenson@kleysen.com](mailto:REvenson@kleysen.com)>  
**Sent:** September 24, 2020 3:16 PM  
**To:** Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)>  
**Subject:** Kings Cargo Express Ltd.

Sam,

Today I received your September 21<sup>st</sup> letter on behalf of the Kleysen Group Ltd. regarding redirection of funds payable to Kings Cargo Express.

At this point in time, we are not owing Kings Cargo Express any funds, nor are we actively working with them for at least 1 years' time.

Should you wish to speak to me on this matter, I can be reached at the direct line noted below otherwise I trust that my response sufficiently meets the obligations of your letter.

Sincerely,

Rob Evenson, CPA, CMA  
VP, Finance & Administration  
**Kleysen Group Ltd.**  
(direct) 204.488.5363  
(cell) 204.782.0752

THIS IS EXHIBIT "40"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



## Schop, Michelle

---

**From:** Jessica Choquette <Jessica.Choquette@arrival.ca>  
**Sent:** 25-Sep-20 12:00 PM  
**To:** Gabor, Sam  
**Cc:** Zhu, Changhai  
**Subject:** Re: Request for information on required payment (Kings Cargo Express Ltd.)

Hi,

As per our conversation by phone, The payment for invoice# LT016147, our reference# PB66153 for \$10,000 has been paid on cheque#15215 dated March 5, 2020 to Lavish Transport (344 Dawson Rd. North in Winnipeg, MB R2J 0S7). The cheques shows it cleared the bank.

Thank you



**Jessica Choquette** [Comptabilité / Accounting](#)

514-849-7595 x177 | [gtrpay@arrival.ca](mailto:gtrpay@arrival.ca)

**Address:** 5375 Pare Street, Suite 140  
Montreal (QC) H4P 1P7

**Website:** [www.arrival.ca](http://www.arrival.ca)



Virus-free. [www.avg.com](http://www.avg.com)

On Fri, Sep 25, 2020 at 1:50 PM Jessica Choquette <[Jessica.Choquette@arrival.ca](mailto:Jessica.Choquette@arrival.ca)> wrote:

How can I provide you with details if you don't have the invoice or invoice number? Can you get these details from Kings Cargo so I can look into it and advise. As indicated, I can't find this carrier in my system so I'm not sure how I can help you if I have zero information.



**Jessica Choquette** [Comptabilité / Accounting](#)

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On Fri, Sep 25, 2020 at 1:42 PM Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)> wrote:

Hi Jessica,

Unfortunately, again no, all we have is the A/R listing.



**Sam Gabor**

Senior Associate and Trademark Agent

Visit the **New Dynamic Hub**, available to our clients and communities as part of the commitment that Dentons, the world's largest law firm, is making across 75+ countries, to address accelerating change resulting from the pandemic.

D +1 403 268 3048  
[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)  
Bio | Website

Dentons Canada LLP  
15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada

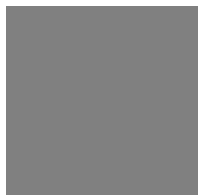
Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](http://dentons.com/legacyfirms)

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**From:** Jessica Choquette <[Jessica.Choquette@arrival.ca](mailto:Jessica.Choquette@arrival.ca)>  
**Sent:** September 25, 2020 10:42 AM  
**To:** Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)>  
**Cc:** Zhu, Changhai <[changhai.zhu@dentons.com](mailto:changhai.zhu@dentons.com)>  
**Subject:** Re: Request for information on required payment (Kings Cargo Express Ltd.)

Hi Sam

Do you have the invoice number?



**Jessica Choquette** Comptabilité / Accounting

514-849-7595 x177 | [gtrpay@arrival.ca](mailto:gtrpay@arrival.ca)

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Montreal (QC) H4P 1P7

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On Fri, Sep 25, 2020 at 12:27 PM Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)> wrote:

Hi Jessica,

Unfortunately, we do not have invoices. We only have an A/R listing from April 30, 2020.



**Sam Gabor**

Senior Associate and Trademark Agent

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**From:** Jessica Choquette <[Jessica.Choquette@arrival.ca](mailto:Jessica.Choquette@arrival.ca)>  
**Sent:** September 25, 2020 10:26 AM  
**To:** Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)>  
**Cc:** Zhu, Changhai <[changhai.zhu@dentons.com](mailto:changhai.zhu@dentons.com)>  
**Subject:** Re: Request for information on required payment (Kings Cargo Express Ltd.)

Could you please forward the invoices to me?



**Jessica Choquette** [Comptabilité / Accounting](#)

514-849-7595 x177 | [gtrpay@arrival.ca](mailto:gtrpay@arrival.ca)

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On Fri, Sep 25, 2020 at 11:30 AM Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)> wrote:

Hi Jessica,

Thank you for your voicemail and email.

TD's account receivable records as of April 30, 2020 from Kings Cargo indicates that Arrival Ground Transportation was 61-90 days for \$10,000. Can you advise if payment was made to Kings Cargo (or another company called Lavish Transport) for that amount? If yes, when?

Thank you,



**Sam Gabor**

Senior Associate and Trademark Agent

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**From:** Jessica Choquette <[Jessica.Choquette@arrival.ca](mailto:Jessica.Choquette@arrival.ca)>  
**Sent:** September 25, 2020 9:26 AM  
**To:** Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)>  
**Subject:** Request for information on required payment (Kings Cargo Express Ltd.)

Good Morning,

I received a registered letter requesting immediate payment for the carrier named Kings Cargo Express Ltd.

I cannot find this carrier in my system and therefore do not see any invoices outstanding.

Could you please provide me with more information on what is due?

Thank you



**Jessica Choquette** [Comptabilité / Accounting](#)

514-849-7595 x177 | [gtrpay@arrival.ca](mailto:gtrpay@arrival.ca)

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THIS IS EXHIBIT "41"

REFERRED TO IN THE AFFIDAVIT OF

SCOTT SEMLER

Sworn before me this 25 day of September, 2020



A NOTARY PUBLIC IN AND  
FOR THE PROVINCE OF ALBERTA



## Schop, Michelle

---

**From:** dan@petrafreight.com  
**Sent:** 25-Sep-20 3:40 PM  
**To:** Gabor, Sam  
**Subject:** Kings Cargo / Petra Freight  
**Attachments:** Scan.pdf; KC008654.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

To whom it may concern,  
Re: Your request to respond as per attached (scan.pdf)

Petra Freight Forwarding Inc. has no outstanding payments to be made to Kings Cargo Express Ltd. The last shipment Kings Cargo did for Petra Freight (see attached KC008654.pdf) has been paid for in full, received and cleared on Petra cheque # 7155 dated Feb-10-2020 for the total amount owing \$5,600cad. No future payments are to be resolved with Kings Cargo going forward.

If you have any further questions, don't hesitate to ask.  
Regards,



**KINGS CARGO GROUP LT**

344 DAWSON ROAD NORTH

WINNIPEG, MB R2J 0S7

Phone: 204-632-8000 Fax: 204-632-9000

GST REG. NO. 838580728RT0001

**Invoice**

**Bill To: PETRA FREIGHT FORWARDING INC**  
BOX 570  
LA BROQUERIE MB R0A 0W0

Invoice #: KC008654  
Invoice Date: 02/10/2020  
Cust. Order #: 149983  
Terms: NET 30 DAYS

| Shipper  | Ship Date | Consignee   | Delivery Date | Amount   |
|--|-----------|---|---------------|----------|
| R. WAREHOUSING<br>9400 HIGH LEVEL ROAD<br>HOUSTON TX 77029 | 2/5/2020  | ENCORE EDMONTON<br>9810-39TH AVE<br>CALL FOR APPT 8AM TO 1400HRS<br>EDMONTON AB | 2/10/2020     | 5,600.00 |

STEEL BARS

38,206

\$5,600.00

**EXTRA STOPS**

KC008654AA SHIPPER NUCOR MARYVILLE MO  
CONSIGNEE ENCORE EDMONTON EDMONTON AB

CUSTOMER ORDER NO: 149983

Invoice Total (CAD): \$5,600.00

Balance Due: \$5,600.00