Court File No. CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.

Respondents

APPLICATION RECORD
(Returnable June 20, 2022)

June 3, 2022

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

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Lawyers for the Applicant, HSBC Bank Canada

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IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

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Respondents

APPLICATION RECORD

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TAB 1

Court File Number: CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.

Respondents

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following pages.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

☐ In person

☐ By telephone conference

☒ By video conference

before a Judge presiding over the Ontario Superior Court of Justice (Commercial List) on **June 20, 2022 at 12:00 p.m.**, and heard by judicial video conference via Zoom at Toronto, Ontario. Please refer to the conference details attached as **Schedule "A"** hereto in order to attend the application hearing, and advise if you intend to join the hearing by emailing Puya Fesharaki at pfesharaki@tgf.ca.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer,

serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: June 3, 2022

Issued by: _____
Local Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto ON M5G 1R7

TO: **THIS HONOURABLE COURT**

AND TO THE RESPONDENTS: **LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC. and 2597370 ONTARIO INC.**
6855 Columbus Road
Mississauga, ON L5T 2G9

APPLICATION

THE APPLICANT, HSBC Bank Canada (the "**Bank**"), makes an application for an Order:

1. abridging the time for service of this Notice of Application and the materials filed in support of the application, authorizing service via electronic mail and dispensing with further service thereof;

2. pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of LSI Logistix Canada Inc., LSI Wheels Inc.., LSI World Inc., GSB Properties Ltd., 2191562 Ontario Inc., and 2597370 Ontario Inc. (collectively, the "**Debtors**"); and

3. such other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Background

4. The Debtor, LSI Logistix Canada Inc. ("**LSI**"), operated a trucking and logistics company based in Ontario that serviced customers across Canada and the northeastern United States. The other Debtors are related companies to LSI and guarantors thereof. All of the Debtors are Ontario corporations with their registered head offices situated in the Province. As

described further herein, the Debtors' operations have been largely wound down since the start of its lending relationship with the Bank.

The Credit Facilities

5. Pursuant to an offer of lease dated December 3, 2020 and a credit facility agreement March 3, 2021, each as amended from time to time (as amended, the "**Credit Agreement**"), the Bank made available certain credit facilities (the "**Credit Facilities**") to LSI.

6. As at May 30, 2022, the principal aggregate amount outstanding under the Credit Facilities is the sum of $1,859,963,.38 and US$414.39, including interest and costs (including, without limitation, legal and consultant fees and disbursements).

7. Each of the Debtors other than LSI (collectively, in such capacity, the "**Guarantors**") delivered to the Bank an unlimited guarantee of the indebtedness and obligations of LSI to the Bank.

8. As security for all of their present and future indebtedness and obligations to the Bank, LSI and the Guarantors have each granted to the Bank security on all of their personal property, assets and undertaking pursuant to separate general security agreements (collectively, the "**Security**"). The Bank properly perfected its Security interest by making the requisite registrations against each of the Debtors pursuant to the *Personal Property Security Act*.

9. It is a term of all of the Security that the Bank may appoint a receiver and manager upon an event of default occurring thereunder.

Defaults and Demands for Payment

10. By letter dated June 11, 2021, the Bank noted LSI in default of its obligations to the Bank under the Credit Agreement as a result of several financial covenant breaches and failures to provide financial reporting.

11. On August 3, 2021, the Bank entered into a forbearance agreement with LSI and the Guarantors, which was subsequently extended and amended pursuant to amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021 and December 24, 2021 (collectively, as amended, the "**Forbearance Agreement**").

12. The Forbearance Deadline (as defined in the Forbearance Agreement) expired on April 29, 2022.

13. By letters dated March 7, 2022, the demanded repayment of the indebtedness from each the Debtors (collectively, the "**Demands**"). On that same date, the Bank also delivered to each of the Debtors a Notice of Intention to Enforce Security pursuant to section 244 of the BIA (collectively, the "**BIA Notices**").

Winding Down Operations

14. While under the Forbearance Agreements, the Debtors engaged in a process of winding down their business operations in an orderly fashion, including through the sale of significant assets. The Debtors have utilized certain of the proceeds from such sales to repay the Bank and the Bank has made corresponding reductions in the limits of the Credit Facilities.

15. By letter agreement dated March 18, 2022 (the "**March 18 Letter**") between the Bank and the Debtors, the Bank agreed to forbear from immediately enforcing its rights and remedies and considering same on a day-to-day basis, principally for the purpose of permitting LI to complete the Proposed Transaction (as defined therein) in respect of the sale of certain of the Debtors' assets and the repayment and cancellation of certain of the Credit Facilities Facility, which Proposed Transaction was effected and which Credit Facilities were cancelled.

16. Since the date of the March 18 Letter, the Debtors have been taking additional steps to wind down their operations. The Debtors had advised the Bank that the wind-down would culminate with a bankruptcy of each of the Debtors. The bankruptcies were intended to bring finality and closure to the affairs of the Respondents.

17. The bankruptcies were never carried out.

Necessity for the Appointment of the Receiver

18. The statutory deadlines for repayment of the Credit Facilities set out in the Demands and BIA Notices have all expired. The Debtors have failed to repay the Credit Facilities and the Bank is entitled to immediately enforce its rights and remedies under the Security.

19. The Bank's need for the appointment of the Receiver is apparent based on the current circumstances, including the following:

    (a) LSI is insolvent and unable to meet its financial obligations generally as they become due;

(b) each of the Debtors has defaulted in its obligations under its respective Security by failing to repay its indebtedness to the Bank;

(c) it is a term of the Security that the Bank may appoint a Receiver upon an event of default thereunder.

(d) ample time and opportunity has been provided to each of the Debtors to repay their indebtedness to the Bank;

(e) the accumulation of priority payables by certain of the Debtors, as advised by LSI, means the Security held by the Bank has already been eroded;

(f) the Debtors have not provided adequate financial information to the Bank for several months, with the result that the Bank has no insight into the Respondents' financial position or the Bank's security position;

(g) the appointment of the Receiver is necessary to preserve, protect, and ultimately realize on the collateral subject to the Bank's security;

(h) the notice periods under the Demands and the BIA Notices have expired; and

(i) it is just and convenient to appoint the Receiver in these circumstances.

20. BDO has consented to act as the Receiver.

21. Rules 2.03, 3.02, 14.05(2), 16, 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194, Section 243(1) of the BIA and Section 101 of the CJA.

22. Such other grounds as counsel may advise and this Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this application:

1. the Affidavit of Andrew O'Coin sworn on June 3, 2022;

2. the consent of BDO to act as Receiver; and

3. such further and other evidence as counsel may advise and this Court may permit.

June 3, 2022

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Email: pfesharaki@tgf.ca
Tel.: (416) 304-7979

Lawyers for the Applicant, HSBC Bank Canada

Schedule "A"

Details to join judicial video conference via Zoom will be provided by the Commercial List Office closer to the application date

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA	- and -	**LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.**
Applicant		Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

NOTICE OF APPLICATION

Thornton Grout Finnigan LLP
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Lawyers for the Applicant, HSBC Bank Canada

TAB 2

Court File No. CV-22-00682169-00CL

ONTARIO
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(COMMERCIAL LIST)

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B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.

Respondents

AFFIDAVIT OF ANDREW O'COIN
(Sworn June 3, 2022)

I, ANDREW O'COIN, of the Region of Waterloo, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am an Assistant Vice President of the Special Credit Unit with HSBC Bank Canada (the "**Bank**") having assumed management for this account within the Bank and, as such, I have personal knowledge of the matters to which I depose herein. Unless I indicate otherwise, the facts herein are within my own personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the sources and I believe those facts to be true.

2. This affidavit is sworn in support of a motion by the Bank for an order appointing BDO Canada Limited ("**BDO**") as the receiver (in such capacity, the "**Receiver**"), of the property, assets and undertaking of the following persons save and except for the collateral subject to the Prior-in-Time Registrations (as defined herein) (collectively, the "**Property**"), pursuant to Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), as amended:

   (a) LSI Logistix Canada Inc., formerly known as Load Solutions Inc. (the "**Debtor**");

   (b) LSI Wheels Inc. ("**Wheels**");

   (c) LSI World Inc. ("**World**");

   (d) GSB Properties Ltd. ("**GSB**");

   (e) 2191562 Ontario Inc. ("**219**"); and

   (f) 2597370 Ontario Inc. ("**259**").

BACKGROUND

Respondents' Corporate Information

3. The Debtor operated a trucking and logistics company based in Ontario that serviced customers across Canada and the northeastern United States. The other Respondents are related companies to the Debtor and guarantors thereof. As described further herein, the Debtor's operations have been largely wound down since the start of its lending relationship with the Bank.

4. Each of the Respondents was incorporated under the *Business Corporations Act* (Ontario) and each has its registered head office in Ontario. Copies of corporate profile reports for each of the Respondents (collectively, the "**Profile Reports**") are attached hereto as **Exhibit "A"**.

5. As set out in its Profile Report, the Debtor underwent a name change on January 6, 2021. Its former name was Load Solutions Inc. and certain of the loan and security documents provided by Debtor to the Bank were under this former name.

6. According to the Profile Reports, the following four persons are directors of each of the Respondents: Vikram Dua, Baljit Grewal, Bulwinder Grewal, Inderpal Grewal and Randeep Sandhu.

The Credit Facilities

7. Pursuant to an offer to lease dated December 3, 2020 (the "**Offer to Lease**"), the Bank made available to the Debtor and Wheels a leasing facility in the principal amount of $3,097,205 (the "**Leasing Facility**"). The Leasing Facility has been repaid and cancelled.

8. Pursuant to a credit facility agreement dated March 3, 2021, as amended by an amending agreement dated April 21, 2021 (as amended, the "**Credit Agreement**") and as amended by the Forbearance Agreement (as defined below), the Bank made available to the Debtor the following credit facilities:

   (a) a demand revolving loan facility limited to the principal amount of $900,000 (the "**Revolving Facility**");

   (b) a demand non-revolving loan facility limited to the principal amount of $250,000; and

(c) a demand non-revolving co-lend facility with the Business Development Bank of Canada limited to the principal amount of $1,500,000,

(collectively, the "**Credit Facilities**").

9. Copies of the Offer to Lease and the Credit Agreement are attached as **Exhibit "B"** hereto.

10. As at May 30, 2022, the aggregate amount outstanding under the Credit Facilities is the sum of $1,859,963.38 and US$414.39, including interest and costs (including, without limitation, legal and agent fees and disbursements).

11. In addition, the Bank made available to:

(a) Wheels an account with the Bank, pursuant to which there exists an unauthorized overdraft in the amount of $216.51 as at May 30, 2022; and

(b) each of the Debtor, 219 and 259, a separate $60,000 Canada Emergency Business Account Loan, which loans all remain outstanding.

Security and Guarantees

12. As security for all of its present and future indebtedness and obligations to the Bank, the Debtor granted to the Bank security over all of its personal property, assets and undertaking pursuant to a general security agreement dated April 23, 2019 (the "**Debtor GSA**"). A copy of the Debtor GSA is attached as **Exhibit "C"** hereto.

13. Each of the Respondents other than the Debtor (collectively, in such capacity, the "**Corporate Guarantors**") has provided to the Bank an unlimited guarantee of the Debtor's indebtedness and obligations to the Bank pursuant to separate guarantees dated

April 23, 2019 (collectively, the "**Corporate Guarantees**"). Copies of the Corporate Guarantees are attached as **Exhibit "D"** hereto.

14. As security for their indebtedness and obligations under their respective Corporate Guarantees, the Corporate Guarantors have each granted to the Bank security over all of their personal property, assets and undertaking pursuant to separate general security agreements each dated April 23, 2019 (together with the Debtor GSA, the "**GSAs**"). Copies of the GSAs are attached as **Exhibit "E"** hereto.

15. Mr. Dua, a director of each of the Respondents has also delivered to the Bank a guarantee (in such capacity, the "**Personal Guarantor**" and together with the Corporate Guarantors, the "**Guarantors**") of the indebtedness and obligations of the Debtor to the Bank limited to the principal amount of $1,500,000, plus interest and costs to the date of payment, dated August 17, 2020, (the "**Personal Guarantee**").

16. It is a term of each of the GSAs that the Bank may appoint a receiver upon an event of default occurring thereunder.

17. On March 12, 2019, the Bank made registrations against each of the Respondents pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**") against all classes of collateral, except "consumer goods". Copies of the PPSA Enquiry Response in respect of the Respondents are attached as **Exhibit "F"** hereto**.**

18. There are no PPSA registration that are prior-in-time to the Bank's PPSA registration in respect of the following Respondents: World, GSB, 219, and 259.

19. There is one prior-in-time PPSA registration to the Bank's in respect of Wheels (the "**Wheels Prior-in-Time Registration**") against "equipment", "other" and "motor vehicles" registered on January 18, 2019 in favour of Mercado Capital Corporation relating to two Wabash frame vans described in such registration.

20. There are several prior-in-time PPSA registrations to the Bank's in respect of the Debtor's prior name (together with the Wheels Prior-in-Time Registration, the "**Prior-in-Time Registrations**"), all in respect of specified inventory, equipment and motor vehicle collateral. The collateral subject to the Prior-in-Time Registrations is expressly carved out of the definition of "Property" herein and in the proposed Order.

DEFAULTS AND HISTORY OF THIS MATTER

21. By letter dated June 11, 2021 (the "**June Letter**"), the Bank informed the Debtor that it was in default of its obligations to the Bank under the Credit Agreement as a result of several financial covenant breaches (collectively, the "**Initial Defaults**"). A copy of the June Letter is attached as **Exhibit "G"** hereto.

22. On August 3, 2021, the Bank entered into a forbearance agreement with the Debtor and the Guarantors, which was subsequently extended and amended pursuant to amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021 and December 24, 2021 (collectively, as amended, the "**Forbearance Agreement**"). Each amendment to the Forbearance Agreement recognized additional defaults by the Debtor of its obligations to the Bank, including failures to provide financial reporting, unauthorized excesses under the Revolving Facility, and the existence of accounts with other financial

institutions in clear contravention of the Credit Agreement. A copy of the Forbearance Agreement (including all amendments thereto) is attached as **Exhibit "H"** hereto.

23. Pursuant to the Forbearance Agreement, among other things, BDO was appointed as the Bank's consultant in order to advise the Bank with respect to the financial position of the Debtor and the security position of the Bank. BDO's mandate as consultant is continuing.

24. Following BDO's engagement as the Bank's consultant, the Respondents have routinely neglected to provide regularly reporting and updates to the Bank. Consequently, the Bank has little insight into the Respondents' operations and is not certain of critical information such as the quantum of liabilities that could potentially rank ahead of the Bank's security. For instance, the Bank understands from its discussions with the Debtor that certain of the Respondents have significant HST liabilities that could potentially rank ahead of the Bank's security.

25. Throughout the duration of the Forbearance Agreement, the Debtor has focused on winding down its business operations in an orderly fashion, including through the sale of significant assets. The Debtor has utilized certain of the proceeds from such sales to repay the Bank and the Bank has made corresponding reductions in the limits of the Credit Facilities, all in accordance with the terms of the Forbearance Agreement.

26. The Forbearance Deadline (as defined in the Forbearance Agreement) expired on April 29, 2022.

27. By letters dated March 7, 2022 (collectively, the "**Demands**"), the Bank demanded payment from the Debtor and the Guarantors of all amounts then outstanding under the

Credit Facilities and delivered therewith Notices of Intention to Enforce Security to the Respondents (the "**BIA Notices**") pursuant to Section 244 of the BIA. Copies of the Demands and the BIA Notices are attached as **Exhibit "I**" hereto.

28. The relevant statutory deadlines under the Demands and the BIA Notices expired on March 18, 2022.

29. By letter agreement dated March 18, 2022 (the "**March 18 Letter**") among the Bank, the Debtor and the Guarantors, the Bank agreed to forbear from immediately enforcing its rights and remedies and considering same on a day-to-day basis, principally for the purpose of permitting the Debtor to complete the Proposed Transaction (as defined therein) in respect of the sale of certain of the Debtor's assets and the repayment and cancellation of the Leasing Facility. The Proposed Transaction was carried out by the Debtor and the Leasing Facility was repaid and cancelled. A copy of the March 18 Letter is attached as **Exhibit "J**" hereto.

30. Since the date of the March 18 Letter, the Respondents have been taking additional steps to wind down their operations. As described in a letter dated May 10, 2022 (the "**May 10 Letter**"), the Debtor had advised the Bank that the wind-down would culminate with a bankruptcy of each of the Respondents. The bankruptcies are intended to bring finality to the affairs of the Respondents, which the Bank supported. The Bank requested that the Respondents return a signed copy of the May 10 Letter confirming that the Respondents would be assigned into bankruptcy, but a signed copy was not returned to the Bank. A copy of the May 10 Letter is attached as **Exhibit "K**" hereto.

Necessity for the Appointment of the Receiver

31. As at the time of this Affidavit, the Respondents have not filed for bankruptcy and the Bank is not prepared to support the Respondents' given the continuing Defaults and lack of ongoing operations.

32. The statutory deadlines for repayment of the Credit Facilities set out in the Demands and the BIA Notices have expired. The Debtor and Guarantors have failed to repay the Credit Facilities and the Bank is entitled to immediately enforce its rights and remedies under the Security and Guarantees.

33. The Debtor has not made regular payments on their Credit Facilities for several months as it has ceased regular operations and focused on winding down its operations. The Bank has no confidence that the Credit Facilities will be repaid in full and has concerns about significant liabilities that have accrued and may be continuing to accrue that could potentially rank ahead of the Bank's security.

34. The appointment of the Receiver is necessary and appropriate as a result of the following:

    (a) the Debtor is insolvent and unable to meet its financial obligations generally as they become due;

    (b) the accumulation of priority payables by certain of the Respondents, as advised by the Debtor, means the Bank's security has already been eroded;

    (c) each of the Respondents has defaulted in its obligations under its respective GSA by failing to repay its indebtedness to the Bank;

(d) ample time and opportunity has been provided to each of the Respondents to repay their indebtedness to the Bank;

(e) it is a term of each of the Respondents' GSAs that the Bank may appoint a Receiver upon an event of default under each such GSA;

(f) the Respondents have not provided adequate financial information to the Bank for several months, with the result that the Bank has no insight into the Respondents' financial position or the Bank's security position;

(g) the appointment of the Receiver is necessary to preserve, protect, and ultimately realize on the collateral subject to the Bank's security;

(h) the notice periods under the Demands and the BIA Notices have expired; and

(i) it is just and convenient to appoint the Receiver in these circumstances.

35. The proposed Order appointing the Receiver permits the Receiver to borrow funds from the Bank for the purpose of financing the receivership. If necessary, these borrowings will be secured by Receiver's certificates to be issued by the Receiver or the security held by the Bank upon the Property.

36. The proposed Order also authorizes the Receiver to file an assignment in bankruptcy on behalf of each of the Respondents, in order to bring finality to their corporate existence following the wind-down efforts that have been undertaken by the Respondents. The Bank has advised BDO that it is prepared to provide funding to the Receiver for the purpose of allowing the Receiver to file such assignments in bankruptcy.

37. BDO has consented to act as Receiver. A copy of BDO's consent to act as the Receiver is attached as **Exhibit "L"** hereto.

38. I swear this affidavit in support of an application by the Bank for the appointment of the Receiver on the terms set out in the draft Order located at Tab 3 of the Bank's Application Record, and for no other or improper purpose.

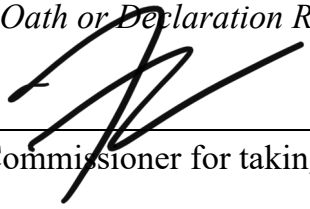
SWORN remotely via videoconference, by ANDREW O'COIN stated as being located in the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*

Commissioner for Taking Affidavits, etc.

Puya Fesharaki
(LSO# 70588L)

ANDREW O'COIN

This is Exhibit "A" referred to in the
Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

Transaction Number: APP-730838051689
Report Generated on March 04, 2022, 19:35

Ontario

Ministry of Government and Consumer Services

Profile Report

LSI LOGISTIX CANADA INC. as of March 04, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LSI LOGISTIX CANADA INC.
Ontario Corporation Number (OCN)	2078101
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 27, 2005
Registered or Head Office Address	7294 Mason Rd, Cambridge, Ontario, Canada, N3C 2V4

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	Vikram DUA
Address for Service	259 Kimber Crescent, Woodbridge, Ontario, Canada, L4L 9K2
Resident Canadian	Yes
Date Began	March 07, 2018

Name	Bhulwinder Singh GREWAL
Address for Service	1166 Woodward Avenue, Milton, Ontario, Canada, L9T 6C7
Resident Canadian	Yes
Date Began	March 07, 2018

Name	Baljit Singh GREWAL
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Resident Canadian	Yes
Date Began	March 07, 2018

Name	Inderpal Singh GREWAL
Address for Service	1096 Woodward Avenue, Milton, Ontario, Canada, L9T 5P5
Resident Canadian	Yes
Date Began	March 07, 2018

Name	Randeep S SANDHU
Address for Service	5 Clarion Road, Brampton, Ontario, Canada, L7A 3W6
Resident Canadian	Yes
Date Began	July 27, 2005

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Active Officer(s)

Name	Vikram DUA
Position	Chief Executive Officer
Address for Service	259 Kimber Crescent, Woodbridge, Ontario, Canada, L4L 9K2
Date Began	March 07, 2018

Name	Vikram DUA
Position	President
Address for Service	259 Kimber Crescent, Woodbridge, Ontario, Canada, L4L 9K2
Date Began	March 07, 2018

Name	Inderpal Singh GREWAL
Position	Treasurer
Address for Service	1096 Woodward Avenue, Milton, Ontario, Canada, L9T 5P5
Date Began	November 02, 2005

Name	Randeep S SANDHU
Position	Secretary
Address for Service	5 Clarion Road, Brampton, Ontario, Canada, L7A 3W6
Date Began	March 07, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Corporate Name History

Name	LSI LOGISTIX CANADA INC.
Effective Date	January 06, 2021
Previous Name	LOAD SOLUTIONS INC.
Effective Date	July 27, 2005

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Document List

Filing Name	Effective Date
BCA - Articles of Amendment	January 06, 2021
Annual Return - 2019 PAF: INDERPAL 0REWAL - DIRECTOR	December 20, 2019
CIA - Notice of Change PAF: VIKRAM DUA - DIRECTOR	September 05, 2019
Annual Return - 2008 PAF: INDERPAL GREWAL - DIRECTOR	January 24, 2009
Annual Return - 2007 PAF: INDERPAL GREWAL - DIRECTOR	December 01, 2007
CIA - Notice of Change PAF: RANDEEP SINGH SANDHU - DIRECTOR	February 27, 2007
Annual Return - 2006 PAF: RANDEEP SANDHU - DIRECTOR	December 09, 2006
CIA - Notice of Change PAF: RANDEEP SINGH SANDHU - DIRECTOR	November 07, 2005
CIA - Initial Return PAF: RANDEEP S SANDHU - DIRECTOR	August 26, 2005
BCA - Articles of Incorporation	July 27, 2005

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Transaction Number: APP-768722847668
Report Generated on March 04, 2022, 19:35

Ontario

Ministry of Government and Consumer Services

Profile Report

LSI WHEELS INC. as of March 04, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LSI WHEELS INC.
Ontario Corporation Number (OCN)	2606910
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 20, 2017
Registered or Head Office Address	6855 Columbus Road, Mississauga, Ontario, Canada, L5T 2G9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	Vikram DUA
Address for Service	259 Kimber Crescent, Woodbridge, Ontario, Canada, L4L 9K2
Resident Canadian	Yes
Date Began	November 20, 2017

Name	Baljit GREWAL
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Resident Canadian	Yes
Date Began	November 20, 2017

Name	Bhulwinder GREWAL
Address for Service	1166 Woodland Avenue, Milton, Ontario, Canada, L9T 6C7
Resident Canadian	Yes
Date Began	November 20, 2017

Name	Inderpal GREWAL
Address for Service	1096 Woodland Avenue, Milton, Ontario, Canada, L9T 5P5
Resident Canadian	Yes
Date Began	November 20, 2017

Name	Randeep SANDHU
Address for Service	5 Clarion Road, Brampton, Ontario, Canada, L7A 3W6
Resident Canadian	Yes
Date Began	November 20, 2017

Certified a true copy of the record of the Ministry of Government and Consumer Services.
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Director/Registrar
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Active Officer(s)

Name	Vikram DUA
Position	President
Address for Service	259 Kimber Crescent, Woodbridge, Ontario, Canada, L4L 9K2
Date Began	November 20, 2017

Name	Vikram DUA
Position	Chief Executive Officer
Address for Service	259 Kimber Crescent, Woodbridge, Ontario, Canada, L4L 9K2
Date Began	November 20, 2017

Certified a true copy of the record of the Ministry of Government and Consumer Services.
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Director/Registrar
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Corporate Name History

Name	LSI WHEELS INC.
Effective Date	November 20, 2017

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.
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Director/Registrar
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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Director/Registrar
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Document List

Filing Name	Effective Date
CIA - Initial Return PAF: VIKRAM DUA - DIRECTOR	November 20, 2017
BCA - Articles of Incorporation	November 20, 2017

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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Transaction Number: APP-679883906875
Report Generated on March 04, 2022, 19:35

Ontario

Ministry of Government and Consumer Services

Profile Report

LSI WORLD INC. as of March 04, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LSI WORLD INC.
Ontario Corporation Number (OCN)	2606901
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 20, 2017
Registered or Head Office Address	6855 Columbus Road, Mississauga, Ontario, Canada, L5T 2G9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	Vikram DUA
Address for Service	6855 Columbus Road, Mississauga, Ontario, Canada, L5T 2G9
Resident Canadian	Yes
Date Began	November 20, 2017

Name	Baljit GREWAL
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Resident Canadian	Yes
Date Began	November 20, 2017

Name	Bhulwinder GREWAL
Address for Service	1166 Woodland Avenue, Milton, Ontario, Canada, L9T 6C7
Resident Canadian	Yes
Date Began	November 20, 2017

Name	Inderpal GREWAL
Address for Service	1096 Woodland Avenue, Milton, Ontario, Canada, L9T 5P5
Resident Canadian	Yes
Date Began	November 20, 2017

Name	Randeep SANDHU
Address for Service	5 Clarion Road, Brampton, Ontario, Canada, L7A 3W6
Resident Canadian	Yes
Date Began	November 20, 2017

Certified a true copy of the record of the Ministry of Government and Consumer Services.
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Director/Registrar
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Active Officer(s)

Name	Vikram DUA
Position	President
Address for Service	6855 Columbus Road, Mississauga, Ontario, Canada, L5T 2G9
Date Began	November 20, 2017

Name	Vikram DUA
Position	Chief Executive Officer
Address for Service	6855 Columbus Road, Mississauga, Ontario, Canada, L5T 2G9
Date Began	November 20, 2017

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Transaction Number: APP-679883906875
Report Generated on March 04, 2022, 19:35

Corporate Name History

Name	LSI WORLD INC.
Effective Date	November 20, 2017

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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Director/Registrar
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Expired or Cancelled Business Names

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Transaction Number: APP-679883906875
Report Generated on March 04, 2022, 19:35

Document List

Filing Name	Effective Date
CIA - Initial Return PAF: VIKRAM DUA - DIRECTOR	November 20, 2017
BCA - Articles of Incorporation	November 20, 2017

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Transaction Number: APP-748199201705
Report Generated on March 04, 2022, 19:35

Ontario

Ministry of Government and Consumer Services

Profile Report

GSB PROPERTIES LTD. as of March 04, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	GSB PROPERTIES LTD.
Ontario Corporation Number (OCN)	2133067
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 12, 2007
Registered or Head Office Address	294 Old Orchard Cir, Oakville, Ontario, Canada, L6H 4N7

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	Baljit Singh GREWAL
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Resident Canadian	Yes
Date Began	April 12, 2007

Name	Inderpal Singh GREWAL
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Resident Canadian	Yes
Date Began	April 12, 2007

Name	Bhulwinder Singh GREWAL
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Resident Canadian	Yes
Date Began	April 12, 2007

Name	Randeep Singh SANDHU
Address for Service	18 Knightsbridge Road, 2401, Brampton, Ontario, Canada, L6T 3X5
Resident Canadian	Yes
Date Began	April 12, 2007

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Active Officer(s)

Name	Baljit Singh GREWAL
Position	Secretary
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Date Began	April 12, 2007

Name	Inderpal Singh GREWAL
Position	President
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Date Began	April 12, 2007

Name	Bhulwinder Singh GREWAL
Position	Treasurer
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Date Began	April 12, 2007

Name	Randeep Singh SANDHU
Position	General Manager
Address for Service	18 Knightsbridge Road, 2401, Brampton, Ontario, Canada, L6T 3X5
Date Began	April 12, 2007

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Corporate Name History

Name	GSB PROPERTIES LTD.
Effective Date	April 12, 2007

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Expired or Cancelled Business Names

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Transaction Number: APP-748199201705
Report Generated on March 04, 2022, 19:35

Document List

Filing Name	Effective Date
Annual Return - 2008	August 22, 2009
CIA - Initial Return PAF: INDERPAL S. GREWAL - DIRECTOR	May 17, 2007
BCA - Articles of Incorporation	April 12, 2007

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Transaction Number: APP-934442445773
Report Generated on March 04, 2022, 19:35

Ontario

Ministry of Government and Consumer Services

Profile Report

2191562 ONTARIO INC. as of March 04, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2191562 ONTARIO INC.
Ontario Corporation Number (OCN)	2191562
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 27, 2008
Registered or Head Office Address	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	Inderpal GREWAL
Address for Service	1096 Woodward Ave, Milton, Ontario, Canada, L9T 5P5
Resident Canadian	Yes
Date Began	January 01, 2013

Name	Bhulwinder Singh GREWAL
Address for Service	249 Gailbraith Blvd, Milton, Ontario, Canada, L9T 5Y1
Resident Canadian	Yes
Date Began	January 01, 2013

Name	Baljit Singh GREWAL
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Resident Canadian	Yes
Date Began	November 27, 2008

Name	Randeep SANDHU
Address for Service	5 Clarion Rd, Brampton, Ontario, Canada, L7A 3W6
Resident Canadian	Yes
Date Began	January 01, 2013

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	Inderpal GREWAL
Position	General Manager
Address for Service	1096 Woodward Ave, Milton, Ontario, Canada, L9T 5P5
Date Began	January 01, 2013

Name	Bhulwinder Singh GREWAL
Position	Treasurer
Address for Service	249 Gailbraith Blvd, Milton, Ontario, Canada, L9T 5Y1
Date Began	January 01, 2013

Name	Baljit Singh GREWAL
Position	President
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Date Began	November 27, 2008

Name	Randeep SANDHU
Position	Secretary
Address for Service	5 Clarion Rd, Brampton, Ontario, Canada, L7A 3W6
Date Began	January 01, 2013

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Corporate Name History

Name	2191562 ONTARIO INC.
Effective Date	November 27, 2008

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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Director/Registrar
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Transaction Number: APP-934442445773
Report Generated on March 04, 2022, 19:35

Expired or Cancelled Business Names

Name	LOAD SOLUTIONS INT
Business Identification Number (BIN)	181247628
Status	Inactive - Expired
Registration Date	December 10, 2008
Expired Date	December 09, 2013

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

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Transaction Number: APP-934442445773
Report Generated on March 04, 2022, 19:35

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: BALJIT SINGH GREWAL - DIRECTOR	June 12, 2013
CIA - Initial Return PAF: BALJIT SINGH GREWAL - DIRECTOR	January 07, 2009
BCA - Articles of Incorporation	November 27, 2008

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Transaction Number: APP-123110508695
Report Generated on March 04, 2022, 19:35

Ontario

Ministry of Government and Consumer Services

Profile Report

2597370 ONTARIO INC. as of March 04, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2597370 ONTARIO INC.
Ontario Corporation Number (OCN)	2597370
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 18, 2017
Registered or Head Office Address	7294 Mason Road, Cambridge (puslinch), Ontario, Canada, N3C 2V4

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Ducketts

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	Vikram DUA
Address for Service	259 Kimber Crescent, Woodbridge, Ontario, Canada, L4L 9K2
Resident Canadian	Yes
Date Began	December 28, 2017

Name	Baljit GREWAL
Address for Service	294 Old Orchard Circle, Oakville, Ontario, Canada, L6H 4N7
Resident Canadian	Yes
Date Began	December 28, 2017

Name	Bhulwinder GREWAL
Address for Service	1166 Woodland Avenue, Milton, Ontario, Canada, L9T 6C7
Resident Canadian	Yes
Date Began	December 28, 2017

Name	Inderpal GREWAL
Address for Service	1096 Woodland Avenue, Milton, Ontario, Canada, L9T 5P5
Resident Canadian	Yes
Date Began	September 18, 2017

Name	Randeep SANDHU
Address for Service	5 Clarion Road, Brampton, Ontario, Canada, L7A 3W6
Resident Canadian	Yes
Date Began	December 28, 2017

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Barbara Ducketts
Director/Registrar
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Active Officer(s)

Name	Vikram DUA
Position	President
Address for Service	259 Kimber Crescent, Woodbridge, Ontario, Canada, L4L 9K2
Date Began	September 18, 2017

Name	Vikram DUA
Position	Chief Executive Officer
Address for Service	259 Kimber Crescent, Woodbridge, Ontario, Canada, L4L 9K2
Date Began	September 18, 2017

Certified a true copy of the record of the Ministry of Government and Consumer Services.
Barbara Ducketts
Director/Registrar
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Corporate Name History

Name	2597370 ONTARIO INC.
Effective Date	September 18, 2017

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Director/Registrar
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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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Barbara Ducketts
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Transaction Number: APP-123110508695
Report Generated on March 04, 2022, 19:35

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: VIKRAM DUA - DIRECTOR	May 28, 2018
CIA - Initial Return PAF: INDERPAL GREWAL - DIRECTOR	May 28, 2018
BCA - Articles of Incorporation	September 18, 2017

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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This is Exhibit “B” referred to in the Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

PUYA J. FESHARAKI

December 3, 2020

CONFIDENTIAL

LSI Wheels Inc. & Load Solutions Inc.
6855 Columbus, Mississauga, ON
L5T 2G9

Attention: Mr. Vikram Dua and Inderpal Grewal

OFFER TO LEASE

We are pleased to advise that, on the basis of the financial statements and other information provided by LSI Wheels Inc. ("**Lessee**"), Load Solutions Inc. **("Co-Lessee")**, collectively **("Lessee")** and HSBC Bank Canada ("**Lessor**") hereby offers to lease to Lessee the Equipment (as described below), on the terms and conditions set out in this Offer and in the form of the Master Equipment Lease and the lease schedule (together with any attachments, the "**Schedule**") (the Master Equipment Lease and the Schedule, together, the "**Lease**").
The Lease is incorporated in this Offer as if set out herein and Lessee agrees to be bound by the Lease as if executed by Lessee. Terms used in this Offer, and not otherwise defined, have the meanings set out in the Lease. If the Equipment will be leased to Lessee under more than one Schedule, then each reference in this Offer to "the Schedule" shall be interpreted as referring to the applicable Schedule(s).

1. **Currency**:

The Lease shall be in Canadian dollars. Unless otherwise expressly stated, all references to dollar amounts in this Offer are to amounts in such currency.

2. **Equipment:**

Description	Estimated Cost
Transportation Equipment	CAD $3,097,205
(collectively, the "**Equipment**")	CAD $3,097,205

Currency	Outstanding lease balances as at December 1, 2020	Available for Draw	Total Lease Facility
CAD	CAD $2,519,848.90 (this includes unfunded capex of $308,848 under interim funding)	CAD $ 577,356.10	CAD $3,097,205

3. **Indemnifier(s)**: Not Applicable

4. **Amount of Lease Advance:**

4.1 The amount Lessor shall pay to purchase the Equipment shall be the actual cost thereof (including all applicable Taxes) to Lessee or to Lessor, as the case may be (the "**Equipment Cost**"), but in any event, not more than CAD $577,356 (the "**Advance**"). If the Equipment Cost exceeds the Advance, Lessor is not obliged to purchase the Equipment or enter into the Lease.

4.2 Lessor has agreed to provide the lease financing described in this Offer to Lessee as part of credit facilities otherwise made available to Lessee as described in the facility letter issued by the Lessor to the lessee and dated August 12, 2020. If such other credit facilities are cancelled or Lessor makes demand on Lessee for repayment of any amounts owing by Lessee, Lessor may at any time thereafter, by written notice to Lessee, cancel Lessor's obligations under this Offer with respect to any Lease not then in effect. Lessor may also, at any time in Lessor's discretion, with or without notice to Lessee, as part of any periodic review of such financing facilities, amend any fee or rate payable by Lessee or other terms and conditions under this Offer with respect to any Lease not then in effect.

4.3 Lessor has agreed to provide the lease financing described in this Offer to Lessee on a non revolving basis.

5. **Availability of the Advance:**

5.1 If title to the Equipment is to be acquired by Lessor directly from the supplier or suppliers of the Equipment (collectively, the "**Supplier(s)**"), Lessor shall pay the Equipment Cost in one lump sum payment directly to the Supplier(s) and Lessee hereby irrevocably authorizes Lessor to purchase and pay for the Equipment on the terms and conditions of this Offer. If Lessee presently owns or will, prior to Lessor's payment of the Equipment Cost, become the owner of the Equipment, Lessor shall pay the Equipment Cost in one lump sum payment directly to Lessee.

5.2 If Lessor is to purchase the Equipment directly from the Supplier(s) in instalments, all Equipment must be purchased, installed and accepted by Lessee by not later than July 31, 2021, and Lessee shall purchase the Equipment as Lessor's agent and shall enter into a form of agency agreement with Lessor in form and in substance acceptable to Lessor. In such event, the Advance shall be made available by Lessor in instalments in amounts of not less than $250,000 payable directly to Lessee.

5.3 Any payment by Lessor under this section 5, whether to Lessee or the Supplier(s), shall be subject to satisfaction of the conditions precedent specified below and, without limitation, in consideration of Lessee or the applicable Supplier(s), as the case may be, transferring legal and beneficial title to the Equipment to Lessor free and clear of all Liens. Upon any such transfer, and subject to the conditions precedent specified below, Lessor will then lease the Equipment to Lessee on the terms and conditions set out in the Lease, as completed in accordance with this Offer.

6. **Term**: The Equipment shall be leased for a term (the "**Term**") of 60 months to be chosen in writing by Lessee and Lessor at the time the Schedule is executed by Lessee. The Term will commence, notwithstanding the date of delivery of the Equipment to Lessee, on the Commencement Date of Rental Payments (as defined below).

7. **Rent:**

7.1 Regular Rental Payments shall be (i) payable in advance commencing on the Commencement Date of Rental Payments and (ii) payable monthly. If at any time there is any uncertainty or ambiguity as to the amount of any such rates, Lessor's determination thereof shall be conclusive for all purposes.

7.2 Applicable Taxes shall be added to Rental Payments in all cases.

7.3 The "**Commencement Date of Rental Payments**" shall be the date agreed upon in writing by Lessee and Lessor.

7.4 The amount of each regular monthly Rental Payment shall be the product of the actual cost of the Equipment to Lessor multiplied by the Rental Factor (as defined below) as of the Commencement Date of Rental Payments.

7.4.1 The Rental Factor will be based on HSBC's Cost of Funds Rate for the Term (as hereinafter defined), as agreed to by Lessor and Lessee plus an indicative spread of 3.98% per annum.

7.4.2 The Rental Factor and, therefore, the Rental Payments payable under the Lease, will then be fixed for the Term of the Lease.

7.5 The Rental Payments shall be paid by Lessee via pre-authorized payments from Lessee's bank account.

8. **Security Deposit**

Not Applicable.

9. **Prepaid Rent and Fees:**

9.1 Lessee shall pay to Lessor,

9.1.1 the sum of $500 as provided for in a Schedule as an administration fee at the time of the execution of such Schedule plus applicable Taxes; and

the sum of non-refundable prepaid rent plus applicable Taxes (the "**Non-refundable Prepaid Rent**") with respect to the leasing facility contemplated herein; to be credited to the Lessee and applied against the first and subsequent month's rent due hereunder on the Commencement Date of Rental Payments;

in each case, as consideration for the time, effort and expense incurred by Lessor in the review of documents and financial statements in connection with the lease facility contemplated hereunder.

9.2 Lessee acknowledges and agrees that the determination of the aforementioned costs is not feasible and that the application and set up fee, administration fee and prepaid rent

specified above represent a reasonable estimate thereof, are not in any way to be considered a penalty and shall be retained by Lessor without prejudice to any other remedies which may be available to Lessor at law or in equity.

10. **Option to Purchase:**

10.1 Subject to section 18 of the Master Equipment Lease titled "Purchase Option" and following receipt by Lessor of the 60th monthly rental payment hereunder, Lessee shall have the right, exercisable at its option and on the terms and conditions more particularly specified in the Lease, to purchase all Lessor's right, title and interest in and to the Equipment for a purchase price in an amount of $100 together with all applicable Taxes or.

11. **Joint Election Option:**

Lessee shall, at its option, at the time that any Schedule forming part of the Lease is entered into and in accordance with the *Income Tax Act* (Canada), have the right to file a "Joint Election" which will require Lessee to capitalize and enable Lessee to claim Capital Cost Allowances in respect of the Equipment. The Lessee will, at Lessor's request, execute all such instruments and documents as Lessor may reasonably require in connection with the Joint Election.

12. **Related Documents:**

Prior to Lessor paying the Equipment Cost, Lessee shall provide, or cause to be provided, to Lessor each of the following documents (the "**Related Documents**"):

12.1 an invoice from Lessee or the Supplier(s), as the case may be, to Lessor, identifying and describing the Equipment in a manner acceptable to Lessor;

12.2 an executed bill of sale evidencing the sale of the Equipment to Lessor (in that event), executed by Lessee, free from all Liens;

12.3 the Master Equipment Lease and the applicable Schedule, each executed by Lessee;

12.4 Interim Funding Agreement with Irrevocable to Pay at the time of each lease draw;

12.5 a pre-authorized payment form in Lessor's standard form and executed by Lessee with respect to interbank debiting of Rental Payments due under the Lease;

12.6 an Order Schedule;

12.7 such waivers, releases, acknowledgements and consents in registrable form (if necessary) as Lessor may require, in form and substance acceptable to Lessor, from the owners, landlords and mortgagees of any real property upon which any Equipment may be located;

12.8 such other waivers, releases, acknowledgements and consents in registrable form (if necessary) as Lessor may require, in form and substance acceptable to Lessor, from any other third party which Lessor's due diligence investigations indicate may hold or claim any interest in the Equipment, or any part thereof;

12.9 general security agreement from the Lessee creating a first priority security interest in all present and after acquired property (including intellectual property; if any); and

12.10 all such additional instruments, documents, certificates and opinions as Lessor shall reasonably require.

Copies of Lessor's usual forms for the Related Documents are available for inspection by Lessee or any Indemnifier upon request.

13. **Conditions Precedent:**

Lessor's obligation to purchase or pay for any Equipment and enter into any lease thereof to Lessee is subject to satisfaction of each of the following conditions, each of which conditions is inserted for Lessor's sole benefit and may (but need not) be waived by Lessor at its option:

13.1 Lessor shall have received duly executed original copies of each of the Related Documents completed and, where necessary, registered, in a form and manner satisfactory to Lessor and Lessor's solicitors;

13.2 if the Equipment is being purchased by Lessor from Lessee, Lessor shall have received evidence satisfactory to Lessor that Lessee has legal and beneficial title to the Equipment, free and clear of any Liens, and that upon payment of the Equipment Cost therefor to Lessee, Lessor shall acquire legal and beneficial title to the Equipment, free and clear of any Liens, other than any Liens granted by Lessor;

13.3 if the Equipment is being purchased by Lessor directly from the Supplier(s), evidence satisfactory to Lessor that upon payment of the Equipment Cost therefor to the Supplier(s), Lessor shall acquire legal and beneficial title to the Equipment, free and clear of any Liens;

13.4 Lessor shall have received all such detailed banker's and credit reports with respect to Lessee and any Indemnifier(s), as Lessor may require, containing results satisfactory to Lessor in its sole discretion;

13.5 Lessor shall have received confirmation of insurance conforming to all requirements specified in the Lease;

13.6 if required by Lessor, Lessor shall have received an appraisal of the Equipment addressed to Lessor by an appraiser acceptable to Lessor, which appraisal shall confirm the fair market value of the Equipment to be in an amount acceptable to Lessor;

13.7 Lessor shall have received all fees and pre-paid rent, as applicable, payable hereunder; and

13.8 no Event of Default or Unmatured Event of Default shall have occurred, or shall occur, as a result of the purchase of the Equipment by Lessor or the lease thereof to Lessee.

If, after the acceptance of this Offer, either (i) there has been, in Lessor's sole opinion, a material adverse change in the financial condition of Lessee, or any Indemnifier, or (ii) any of the conditions set out above have not been met and such conditions have not been waived in writing by Lessor, then this Offer shall terminate, Lessor shall have no further obligation to purchase or pay for any Equipment or enter into any lease thereof to Lessee and all of Lessor's other obligations hereunder or under the Lease with respect to the Equipment shall terminate.

14. **Indemnifier(s):**

Not Applicable

15. **Legal Documentation and Other Expenses:**

Without limiting the terms of the Lease Agreement and whether or not the transactions contemplated by this Offer or the Lease shall be consummated, Lessee shall pay any and all reasonable costs Lessor incurs (including legal fees and disbursements on a Full Indemnity Basis) in connection with the preparation, negotiation, execution and delivery of this Offer and all Related Documents and all other documents and writings contemplated hereby or thereby or delivered in connection herewith or therewith, whether delivered on, prior to or after the consummation of the transactions contemplated hereby or thereby.

16. **Non-Merger and Conflict:**

The terms of this Offer shall survive execution of the Related Documents; provided that upon satisfaction or waiver of all conditions in accordance with the foregoing, the lease of the Equipment shall be governed by the terms of the signed Lease between Lessor and Lessee, and in the event of any inconsistency between the terms of this Offer and the terms of such Lease, the terms of such Lease shall supersede the terms of this Offer.

17. **Applicable Law**:

For purposes of the section of the Master Equipment Lease titled "Miscellaneous" and determining which law governs this Offer, the "Province" is ON.

This Offer to Lease may be accepted by Lessee by signing, dating and returning to Lessor by 5:00 p.m. on December 15, 2020 the enclosed copy of this Offer and non-refundable Prepaid Rent payable in accordance herewith. Upon receipt, Lessor shall arrange preparation of the Related Documents. If Lessee has not accepted this Offer and paid such amounts by such time, this Offer shall terminate, Lessor shall have no further obligation to purchase or pay for any Equipment or enter into any lease thereof with Lessee and all of Lessor's other obligations hereunder or under the Lease with respect to the Equipment shall terminate.

Yours very truly,

HSBC BANK CANADA

Naseem Guliwala
Director, Leasing & Equipment Finance

Hussein Manji (Dec 3, 2020 17:14 EST)

Hussein Manji
AVP & Team Lead, Leasing & Equipment Finance

AGREED TO AND ACCEPTED THIS _____ DAY OF Dec 3, 2020, 2020.

THE LESSEE

LSI Wheels Inc.
by its authorized signatories:

Vikram Dua (Dec 3, 2020 16:47 EST)

Name: Vikram Dua
Title: CEO

Randeep S Sandhu (Dec 3, 2020 17:07 EST)

Name: Randeep S Sandhu
Title: Director Sales

CO- LESSEE

Load Solutions Inc.
by its authorized signatories:

Vikram Dua (Dec 3, 2020 16:47 EST)

Name: Vikram Dua
Title: CEO

Randeep S Sandhu (Dec 3, 2020 17:07 EST)

Name: Randeep S Sandhu
Title: Director Sales

ADDITIONAL DEFINITIONS

"**HSBC's Cost of Funds Rate"** means the aggregate cost as determined by Lessor and accepted by Lessee of the requested funds on an annual fixed rate basis for a period of 1, 2, 3, 4 or 5 years, as selected by Lessee, but maturing not later than the expiry of the Term, in any event, including dealer commissions and such reserves as are applicable;

"**Prime Rate**" means the variable annual rate of interest established and adjusted by Lessor from time to time as a reference rate for purposes of determining rates of interest it will charge on loans denominated in Canadian dollars, and which was 2.45% on December 3, 2020; which rate will change automatically and without notice to Lessee upon any adjustment thereof by Lessor.

"**Total Lease Cost**" means the total of the acquisition cost of the Equipment.

HSBC

March 3, 2021

LSI Logistix Canada Inc.,
2191562 Ontario Inc.,
LSI Wheels Inc. and
LSI USA Inc.
6855 Columbus Road
Mississauga, ON
L5T 2G9

PRIVATE & CONFIDENTIAL

Attention: Vikram Dua

Dear Sir:

We refer to the facility letter with schedules dated January 21, 2021 as amended to the date hereof between HSBC Bank Canada (the "**Bank**") and LSI Logistix Canada Inc. (previously known as Load Solutions Inc.), 2191562 Ontario Inc., LSI USA Inc. and LSI Wheels Inc. (collectively called the "**Original Facility Letter**"). On the basis of the financial information and other information, representations, warranties and documents provided to the Bank, the Bank has agreed, at the request of the Borrower, to continue to provide the Credit Facilities and amend certain terms and conditions of the Original Facility Letter all as more particularly set out below. The Original Facility Letter shall, as of the date above, be amended and restated (but without novation of existing credit facilities indebtedness and obligations) to read in its entirety as follows and shall be hereafter referred to as the "**Facility Letter**":

BORROWERS

LSI Logistix Canada Inc. (previously known as Load Solutions Inc.),
2191562 Ontario Inc.,
LSI Wheels Inc. and
LSI USA Inc.

(each, a "**Borrower**" and collectively "**Borrowers**"), and for greater certainty, references to "Borrower" refer to each Borrower and all Borrowers, unless otherwise stated.

Each Borrower agrees that it shall be jointly and severally, or solidarily, liable with all of the other Borrowers for all indebtedness, liabilities, covenants and obligations hereunder and under each of the other Loan Documents.

GUARANTORS

LSI Logistix Canada Inc. (previously known as Load Solutions Inc.),
LSI Wheels Inc.,
2191562 Ontario Inc.,
LSI USA Inc.,
LSI Logistix USA, Inc. (previously known as Load Solutions USA Inc.),
GSB Properties Ltd.,
2597370 Ontario Inc.,
LSI World Inc.,
LSI Terminals USA Inc.,
LSI Holdings USA Inc. and
Vikram Dua

(each a "**Guarantor**" and collectively "**Guarantors**").

Each Guarantor agrees that it shall be jointly and severally, or solidarily, liable with all of the other Guarantors.

For purposes of this Facility Letter, the Borrower and Guarantors are sometimes collectively referred to as "**Credit Parties**", LSI Logistix Canada Inc., LSI Wheels Inc., 2191562 Ontario Inc., LSI USA Inc., LSI Logistix USA, Inc., GSB Properties Ltd., 2597370 Ontario Inc., LSI World Inc., LSI Terminals USA Inc. and LSI Holdings USA Inc. are sometimes collectively referred to as the "**Corporate Guarantors**" and Vikram Dua is sometimes referred to as the "**Personal Guarantor**".

CREDIT FACILITIES

The following credit facilities (collectively referred to as the "**Credit Facilities**") are authorized subject to the satisfaction of all terms and conditions in this Facility Letter.

1. Operating Loan Facility

1.1 Amount

Demand operating revolving loan facility ("**Operating Loan Facility**") available by way of any of the types of advances and other credit described in Section 1.3 (below) up to but not exceeding in aggregate (for all such types of advances and other credit) CAD 2,300,000, subject to the Maximum Limit.

1.2 Purpose

To assist in financing the day-to-day operating requirements of the Borrowers.

1.3 Availability

Loan advances and other credit under the Operating Loan Facility ("**Operating Loans**") are available subject to the Maximum Limit as follows:

(a) CAD account overdraft up to an aggregate principal amount not exceeding CAD 2,300,000 ("**CAD Overdraft Loans**"); or

(b) USD account overdraft up to an aggregate principal amount not exceeding USD 1,742,424 ("**USD Overdraft Loans**").

The Borrowers shall ensure that the Canadian Dollar Equivalent of amounts advanced and credits outstanding under the Operating Loan Facility shall at no time exceed the amount available to them respectively as set out above and that the aggregate of all amounts advanced and credits outstanding at no time exceeds the Maximum Limit.

The Operating Loan Facility shall be available (subject to the Borrower meeting the conditions precedent to any advance under the Operating Loan Facility set forth herein) from the date the Borrowers accept this Facility Letter until the date of first advance under the Recourse Receivable Finance Facility (the "**RRFF Funding Date**"), on which date the Operating Loan Facility shall lapse and no longer be in effect, provided that in any event the Operating Loan Facility shall be repaid in full by no later than March 31, 2021.

1.4 Repayment

All amounts advanced and outstanding under the Operating Loan Facility shall be repaid on the earlier of (A) the RRFF Funding Date, (B) a demand for payment by the Bank, and (C) no later than March 31, 2021.

In the event all amounts advanced and outstanding under the Operating Loan Facility are not repaid on the earlier of the dates indicated above, such amounts shall be treated by the Bank as an overdraft and shall accrue interest at the rate of 21% per annum both before and after demand, default and judgment until indefeasible payment thereof in full.

1.5 Interest

Until the earlier of the dates indicated in the first paragraph of Section 1.4, interest on the outstanding principal balance of all Loans and other credit advanced under the Operating Loan Facility shall, unless otherwise provided, be calculated and payable as follows:

(a) for CAD Overdraft Loans, the Bank's Prime Rate plus 1.75% per annum on the basis of a year of 365 days, calculated monthly in arrears on the daily balance on the last day of each month, payable on the first Business Day of the following month; or

(b) for USD Overdraft Loans, the Bank's U.S. Base Rate plus 1.75% per annum on the basis of a year of 360 days, calculated monthly in arrears on the daily balance on the last day of each month, payable on the first Business Day of the following month.

1.6 Fees

The Borrowers shall pay to the Bank:

(a) a monthly administration fee of CAD 165 payable on the first Business Day of each month with respect to the previous month until the Operating Loan Facility is repaid in full.

(b) an amendment fee of CAD 500 payable on acceptance of this Facility Letter.;

(c) a late reporting fee of CAD 100 to be applied weekly at any time the Borrower does not submit the financial reporting required under this Facility Letter within the stipulated time period; and

(d) an annual review fee of CAD 2,500.

2. BDC Co-Lend Operating Capital Loan Facility

2.1 Amount

Principal of CAD 1,500,000 demand non-revolving loan facility ("**BDC Co-Lend Facility**"), offered with the participation of Business Development Bank of Canada (the "**Participant**") made available to LSI Logistix Canada Inc.

2.2 Purpose

To be used exclusively to fund the operational cash flow needs of the Borrower (including (i) normally scheduled principal and interest payments on existing indebtedness, (ii) repayments of temporary advances or borrowing excesses on existing credit facilities advanced to the Borrower since March 1, 2020 and (iii) to satisfy ordinary course business lease, equipment or supplier financing payments). For certainty, funds may not be used to satisfy repayments arising from the acceleration of repayment of any indebtedness where such repayment was accelerated after March 1, 2020. Except as explicitly set forth in the foregoing, funds may not be used for any other purpose, including to repay or refinance existing debt, to make shareholder contributions, shareholder loans, buy back stock, issue stock options, or pay any bonuses or increase executive compensation.

2.3 Availability

The BDC Co-Lend Facility has already been advanced by way of a CAD advance based on the Bank's Prime Rate ("**CAD Prime Rate Loan**").

2.4 Repayment

All amounts outstanding under the BDC Co-Lend Facility shall be repaid on demand by the Bank and until such demand, the Borrower shall make monthly instalments of accrued interest calculated at the applicable rate, per annum for each CAD Prime Rate Loan beginning on the thirtieth (30th) calendar day following the advance date and, thereafter, on the same day of each calendar month as such initial monthly interest payment for a period of 12 months. Thereafter, the Borrower shall make monthly principal repayments of CAD 12,500 together with monthly payments of accrued interest calculated at the applicable rate, per annum for each CAD Prime Rate Loan beginning on the day that is 12 months after

initial monthly interest payment and on the same day of each subsequent calendar month as such initial monthly interest payment.

The BDC Co-Lend Facility shall, in any event, be repaid in full on or before the fifth anniversary of the advance subject to the Bank's unfettered rights of demand for accelerated payment at any time.

A prepayment at the Borrower's option of all or part of the BDC Co-Lend Facility may be made upon 5 Business Days prior written notice by the Borrower to the Bank, subject to payment of the Compensating Amount to the Bank. Any amount repaid or prepaid may not be reborrowed.

2.5 Interest

Until demand for payment is made by the Bank, interest on the principal balance of the BDC Co-Lend Facility shall, unless otherwise provided, be calculated and payable at the Bank's Prime Rate plus 2.75% per annum on the basis of a year of 365 days, accruing daily, calculated monthly in arrears on the daily balance, and payable as provided in this Facility Letter.

2.6 Additional Conditions Precedent to Availability of BDC Co-Lend Facility

In addition to the conditions precedent set out in the Facility Letter, it shall be a condition precedent to the advance of the BDC Co-Lend Facility that:

(c) The Borrower shall have executed and delivered to the Bank the "Borrower's Representations and Warranties Certificate" in the standard form provided by the Bank.

2.7 Additional Terms and Conditions of BDC Co-Lend Facility

In addition to the terms and conditions set out in the Facility Letter, it is agreed that the following additional terms and conditions shall apply to the BDC Co-Lend Facility:

(a) The Borrower represents and warrants to the Bank on the date hereof and on the date of the advance under the BDC Co-Lend Facility that the representations and warranties set forth in the "**Borrower's Representation and Warranties Certificate**" delivered to the Bank in connection with the BDC Co-Lend Facility are true and correct.

(b) The Borrower agrees that information related to the Borrower and the BDC Co-Lend Facility will be shared with Business Development Bank of Canada as required in connection with its participation in the BDC Co-Lend Facility.

3. Foreign Exchange Facility

3.1 Amount

Demand revolving foreign exchange facility up to a permitted maximum of USD 5,555,555 (the "**Foreign Exchange Facility Limit**").

Available to LSI Wheels Inc., 2191562 Ontario Inc. and LSI Logistix Canada Inc.

3.2 Purpose

To hedge against currency fluctuations of the Borrower in the normal course of business and not for speculative purposes.

3.3 Availability

Advances are available to purchase foreign exchange forward contracts for major currencies identified and approved by the Bank from time to time for periods up to one year, subject to an overall maximum aggregate USD Equivalent outstanding face value not exceeding the Foreign Exchange Facility Limit.

3.4 Repayment

All liabilities of the Bank under foreign exchange forward contracts shall be paid by the Borrower on demand by the Bank and, unless and until otherwise demanded, such contracts shall be fulfilled by the Borrower as they fall due.

4. Loan Documents

4.1 Loan Documents

The liability, indebtedness and obligations of the Borrowers and Guarantors under all of the Credit Facilities continue to be evidenced, governed and secured, as the case may be, by documents previously delivered by the Borrowers and Guarantors pursuant to the Facility Letter, the continuing validity of which is hereby acknowledged by the Borrowers and Guarantors unless otherwise released by the Bank, together with the following additional documents and any other required loan or security documents completed and signed in a form and manner satisfactory to the Bank (collectively the "**Loan Documents**"):

On Hand:

(a) guarantee and postponement of claims from GSB Properties Ltd. of indebtedness of the Borrowers to the Bank and secured by:

(i) general security agreement from GSB Properties Ltd. creating a first priority security interest in all present and after acquired property (including intellectual property, if any);

(b) guarantee and postponement of claims from 2597370 Ontario Inc. of indebtedness of the Borrowers to the Bank and secured by:

(i) general security agreement from 2597370 Ontario Inc. creating a first priority security interest in all present and after acquired property (including intellectual property, if any);

(c) guarantee and postponement of claims from LSI World Inc. of indebtedness of the Borrowers to the Bank and secured by:

(i) general security agreement from LSI World Inc. creating a first priority security interest in all present and after acquired property (including intellectual property, if any);

(d) guarantee and postponement of claims from LSI Logistix USA, Inc., LSI Terminals USA Inc. and LSI Holdings USA Inc. of indebtedness of the Borrowers to the Bank and secured by:

(i) general security agreement from LSI Logistix USA, Inc., LSI Terminals USA Inc. and LSI Holdings USA Inc. creating a first priority security interest in all present and after acquired property (including intellectual property, if any);

(ii) assignment of book debts from LSI Logistix USA, Inc.;

(e) cross guarantee and postponement of claims from LSI Logistix Canada Inc., LSI Wheels Inc., LSI USA Inc. and 2191562 Ontario Inc. of indebtedness of the Borrowers to the Bank;

(f) guarantee and postponement of claims from the Personal Guarantor of indebtedness of the Borrowers to the Bank limited to CAD 1,500,000 plus interest and charges, together with a duly executed independent legal advice certificate (if required);

(g) general security agreement from each of the Borrower creating a first priority security interest in all present and after acquired property (including intellectual property, if any);

(h) assignment of all risk insurance with coverage (including extended coverage, public liability coverage and business interruption coverage), and including fire insurance if required, and in amounts and from an insurer acceptable to the Bank in each case, on all of the Borrowers' real and personal property,

showing the Bank as first loss payee with standard mortgage endorsement for property damage coverage (and as an additional insured for public liability coverage), as acknowledged/consented to by relevant insurer(s) or the authorized representative of the insurer;

(i) assignment of book debts from each Borrower;

(j) documentation respecting insurance provided by Export Development Canada or similar insurer approved by the Bank, as required by the Bank from time to time;

(k) agreement for foreign exchange contracts from LSI Wheels Inc., 2191562 Ontario Inc. and LSI Logistix Canada Inc.;

(l) assignment and postponement by related companies and shareholders in favour of the Bank of all present and future amounts owing to them by the Borrowers;

(m) agreement as to security over cash, credit balances and deposit instruments from LSI USA Inc.;

(n) intercreditor and subordination agreements from holders of Permitted Encumbrances or estoppel letters from other secured parties as determined by the Bank;

To be Amended/Obtained:

(o) assignment and postponement by Vikram Dua, Iftikhar Masud and Inderpal Grewal in favour of the Bank of all present and future amounts owing to them by LSI Logistix Canada Inc.;

(p) supporting officer's certificates, certificates of status (or good standing) and other certificates in connection with each Credit Party as the Bank may reasonably require which shall confirm, among other things, the constitutional documents for each Credit Party, incumbent officers with specimen signatures of authorized signatories, and the applicable authorizing resolutions for the Loan Documents, together with legal opinion of the solicitors acting for each Credit Party confirming power and capacity of each Credit Party, existence, due authorization, execution, delivery and enforceability of the Loan Documents to which each is a party and the priority of the security interests granted by each to the Bank; and

(q) such other Loan Documents as the Bank may reasonably request in order to register or otherwise perfect the security interests granted to the Bank or may reasonably require.

4.2 Registration and Priority; Counsel Fees

Loan Documents (or notice thereof) will be registered in all jurisdictions and at all registries as the Bank may determine is necessary or beneficial to perfect or protect its security interests, mortgages and charges. The Bank's security interests shall rank in priority to all other mortgages, charges, liens, encumbrances and security interests, subject to Permitted Encumbrances. The Borrower shall pay all legal fees and disbursements incurred by Bank's counsel in connection with negotiation, implementation and enforcement of the Credit Facilities, including any expenses incurred to perfect or register Loan Documents.

5. Conditions Precedent

In addition to the conditions precedent set out in Schedule A, it shall be a condition precedent to the next advance and the continued availability of the Credit Facilities that the Bank shall have received in form and content satisfactory to the Bank:

(a) the Loan Documents, duly authorized, executed and delivered, and, as relevant, duly registered; and

(b) copies of all Material Agreements (if any) and such other documents as the Bank may reasonably request.

6. Covenants and Conditions

(a) Without limiting the Bank's right to demand repayment of any outstanding amounts, the Borrower covenants and agrees with the Bank that it shall not, without the prior written consent of the Bank:

(i) permit the ratio of Debt to TNW of LSI World Inc. (on a consolidated basis) to at any time exceed 3.50 to 1.00 from December 31, 2020 to March 30, 2021 and 3.00 to 1.00 from March 31, 2021 and thereafter;

(ii) permit the ratio of current assets to current liabilities of LSI World Inc. (on a consolidated basis) to at any time to be less than 1.10 to 1.00 from the date of acceptance of this Facility Letter to March 30, 2021 and 1.25 to 1.00 from March 31, 2021 and thereafter. For the purposes hereof, the amount of debt scheduled to be repaid at least one year plus one day from the balance sheet date may be excluded from current liabilities. Current assets shall exclude amounts due from related companies and affiliates; or

(iii) permit the Debt Service Coverage of LSI World Inc. (on a consolidated basis) and LSI Logistix USA, Inc. to be less than 1.25 to 1.00 at any time.

The Borrower agrees that the foregoing financial tests may be calculated periodically by the Bank using financial statements provided by the Borrower and LSI Logistix USA, Inc. on a non-consolidated and by LSI World Inc. on a consolidated basis or with such other statements as the Bank may agree to use from time to time. Any amounts not in CAD shall be calculated at the Canadian Dollar Equivalent.

In consideration of the Bank dealing with the Borrowers and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers hereby agree that in the event that the Borrowers are determined by the Bank (in its sole opinion) to be in breach of this Section 6 (a) at any time then the shareholders shall pay additional funds to the Borrower in an amount sufficient to cure the said breach by the Borrowers within 30 days.

(b) The Borrower agrees to give the Bank written notice of any of the following events as soon as possible and in any event within 5 Business Days of the occurrence thereof:

(i) any litigation, proceeding or dispute which if adversely adjudged, mediated or arbitrated could reasonably be expected to constitute a Material Adverse Change;

(ii) any representation and warranty given by a Credit Party to the Bank being false or misleading;

(iii) the death or insolvency of an individual Guarantor or the dissolution, merger or insolvency of any other Guarantor;

(iv) any notice from any Governmental Authority with respect to any violation, possible violation, non-compliance or possible non-compliance or claim which constitutes or could reasonably be expected to constitute a Material Adverse Change;

(v) any claim or action made or taken by a creditor of a Credit Party with respect to Debt exceeding CAD 50,000 with respect to an actual or alleged default;

(vi) default by a Credit Party under any of its respective credit facilities with the Bank or any other lender;

(vii) arranging or undertaking to enter into an agreement for the purchase or sale of any property outside the normal course of business; or

(viii) arranging to borrow money, obtain credit or incur additional funded indebtedness (other than pursuant to the Credit Facilities).

The Borrower shall give the Bank at least 5 Business Days prior notice of any proposed change of name by a Credit Party and any proposed change in governing jurisdiction or location of a Credit Party.

(c) The Borrowers agree that they will maintain all accounts with the Bank or with HSBC Bank USA, and for those accounts held with HSBC Bank USA, a deposit control agreement will be entered into.

7. Reporting Requirements

The continued availability of the Credit Facilities is subject to the Borrower delivering to the Bank the following reports, in a form and on a frequency acceptable to the Bank as advised by the Bank from time to time.

(a) monthly, within 30 days of each calendar month end:

(i) an aged list of accounts receivable of the Borrowers;

(ii) an aged list of accounts payable of the Borrowers;

(iii) signed internally-prepared income statement and balance sheet of Consolidated LSI World Inc.;

(iv) a certificate of margin compliance and a certificate of covenant compliance in the form requested by the Bank;

(b) annually, within 90 days of the Borrower's fiscal year end:

(i) signed review engagement financial statements for LSI Logistix Canada Inc.;

(ii) signed notice to reader financial statements for LSI Wheels Inc., 2191562 Ontario Inc., LSI USA Inc., LSI Logistix USA Inc., GSB Properties Ltd., 2597370 Ontario Inc., LSI Terminals USA Inc., and LSI Holdings USA Inc.;

(iii) signed notice to reader financial statements of Consolidated LSI World Inc.,

(iv) at the Bank's request, *pro forma* financial statements, cash flow forecast and budget for the following fiscal year of the Borrowers, demonstrating the ability of the Borrowers to comply with the financial terms and conditions of this Facility Letter on a monthly basis;

(v) personal financial statements for the Personal Guarantor; and

(c) such additional financial statements and information as and when requested by the Bank.

8. Counterparts and Electronic Communication

This Facility Letter (and each Loan Document) may be signed by handwritten signature or electronically by using technology acceptable to the Bank. To evidence execution of this Facility Letter (or any Loan Document), the Borrower or Guarantor, as applicable, must deliver and return to the Bank an executed copy of each with the original handwritten signatures of each Credit Party's duly authorized signatories (or Electronic Signatures of such signatories if so permitted by the Bank) by physical delivery, or if so permitted by the Bank, by facsimile, email or other electronic delivery or transmission and such transmission shall constitute delivery of an executed copy of the Facility Letter or relevant Loan Document. If a Credit Party uses an Electronic Signature to indicate its agreement, it shall ensure that its Electronic Signature is attached to or associated with this Facility Letter (or such Loan Document). This Facility Letter and each Loan Document may be executed in one or more counterparts and signed as outlined above, each of which when so executed when taken together shall constitute one and the same agreement. Delivery of a handwritten or electronically-signed counterpart and electronic delivery (including by email transmission or transmission over an Electronic Signature platform acceptable to the Bank) are each as valid, enforceable, binding and effective.

9. Notices

Any notice, request or other communication which the Bank or a Credit Party may be required or may desire to give for purposes of this Facility Letter shall be in writing and may be sent either by electronic transmission (facsimile or email),

or hand delivery or first class registered mail postage prepaid to the addresses below. Any such notice, request or other communication shall be deemed to have been effectively given, made and received: (i) when transmitted with receipt confirmed in the case of electronic transmission if such transmission was made on or before 5:00 p.m. (Toronto time) on that Business Day, failing which it shall be deemed to have been effectively given, made and received on the next following Business Day, (ii) when received if sent by hand delivery on or before 5:00 p.m. (Toronto time) on a Business Day, failing which it shall be deemed to have been effectively given, made and received on the next following Business Day, or (iii) five (5) days after deposit in the mail if so mailed, but any notice, request or other communication to be given or made during a strike, lock-out or other labour disturbance at the post office or during an actual or threatened interruption in the mail service shall be hand delivered or sent by electronic transmission and not mailed. Any party hereto may change the address to which all notices, requests and other communications are to be sent to it by giving written notice of such address change to the other parties in conformity with this paragraph, but such change shall not be effective until notice of such change has been received by the other parties. The addresses of the parties for the purposes hereof shall be:

If to the Borrowers, addressed as follows:

LSI Logistix Canada Inc., 2191562 Ontario Inc., LSI Wheels Inc. and LSI USA Inc.

6855 Columbus Road, Mississauga, ON L5T 2G9
Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

If to the Bank, addressed as follows:

HSBC Bank Canada
4500 Highway #7 - Suite 200, Toronto, ON L4L 4Y7

Attention: John A. Rudnick
Fax Number: 905.264.8615
Email: john.x.rudnick@hsbc.ca

If to the Guarantors, addressed as follows:

LSI Logistix Canada Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI Wheels Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

2191562 Ontario Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI USA Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI Logistix USA, Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

GSB Properties Ltd.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

2597370 Ontario Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI World Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI Terminals USA Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI Holdings USA Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

Vikram Dua
6855 Columbus Road, Mississauga, ON L5T 2G9

Email: vikram.dua@lsiworld.com

10. Lapse and Cancellation

This Facility Letter shall, at the option of the Bank, expire, and be of no further force and effect if an advance of credit under the Credit Facilities has not been made within sixty (60) days of the date of this Facility Letter.

Credit Facilities under this Facility Letter are uncommitted and, notwithstanding any other provision of this Facility Letter, the Bank may, at any time, in its sole discretion on notice to the Borrowers: (i) terminate any right to make requests for credit or advances under the Credit Facilities; (ii) even if the Bank has not terminated such right to request credit or advances under the Credit Facilities, decline any request for credit or advances under the Credit Facilities, including requests for renewals or reissuances of any instruments or advances, and may refuse to honour or accept any cheques or other payment items; (iii) demand repayment of all outstanding indebtedness and liability of the Borrowers at any time, all upon such notice and otherwise in accordance with applicable law as the Bank may determine.

11. Schedules

Each of the following Schedules as attached here or advised by the Bank from time to time, comprise part of the Facility Letter:

Schedule A - Definitions and Additional Terms and Conditions

12. Language Choice

The parties hereto have requested that this Facility Letter and any document relating thereto be drafted in English. Les parties aux présentes ont exigé que cette lettre relative aux facilités et tout document y afférent soient rédigés en anglais.

13. Acceptance

The offer of credit upon the terms and conditions contained in this Facility Letter may be accepted by the Borrowers and acknowledged by the Guarantors signing, dating and delivering a copy of this Facility Letter to the Bank by 5:00 p.m. local time on March 29, 2021. Failing such acceptance and delivery to the Bank, this offer shall be of no further force or effect.

Yours truly,

HSBC BANK CANADA

John Rudnick (Mar 4, 2021 08:22 EST)

John A. Rudnick
Senior International Relationship Manager
Business Banking

Shelley Baker (Mar 4, 2021 13:20 EST)

Shelley Baker
Assistant Vice President
Commercial Banking

The undersigned hereby acknowledge(s) and agree(s) to the terms and conditions of this Facility Letter as of the date indicated with the Electronic Signature of the authorized signatory of the undersigned, where acceptance and agreement is provided by Electronic Communication, and, where there is more than one signatory, the date indicated in connection with the Electronic Signature of the last or final signatory.

BORROWERS:

LSI Logistix Canada Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)

Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)

Authorized Signatory
Title: CEO
Name: vikram dua

2191562 Ontario Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

LSI Wheels Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

LSI USA Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

GUARANTORS:

LSI Logistix Canada Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

LSI Wheels Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
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2191562 Ontario Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
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Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

LSI USA Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

LSI Logistix USA, Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

GSB Properties Ltd.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

2597370 Ontario Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

LSI World Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

SCHEDULE A

TO FACILITY LETTER
FROM HSBC BANK CANADA
TO LSI LOGISTIX CANADA INC., 2191562 ONTARIO INC.,
LSI WHEELS INC. AND LSI USA INC.
DATED March 3, 2021

This Schedule shall form part of the Facility Letter and the availability of the Credit Facilities as described in this Facility Letter shall also be subject to the terms and conditions contained in this Schedule.

I. Definitions and Interpretation

The Section and Schedule headings are for ease of reference only and shall not affect the meaning or interpretation of this Facility Letter.

For the purpose of this Facility Letter, the following terms shall have the meanings indicated below.

"**Acceptable Inventory**" means the value, determined by the Bank from its review of the most recent financial statements and certificate of compliance and security margin report provided by the Borrower, based on the lower of cost and fair market value of all materials owned by the Borrower for resale or for production of goods for resale, excluding work in progress and over which the Bank holds a first ranking security interest, subject only to Potential Prior Ranking Claims and Permitted Encumbrances. Acceptable Inventory excludes inventory amounts financed under post-shipment buyer loan facilities.

"**Acceptable Receivables**" means the aggregate of accounts receivable of the Borrower, determined by the Bank from the most recent financial statements and aged list of accounts receivable of the Borrower, over which the Bank holds a first ranking security interest, subject only to Potential Prior Ranking Claims and Permitted Encumbrances, from customers approved by the Bank and which are aged from invoice date and which have been outstanding for not more than 90 days, from which shall be excluded: (i) accounts receivable from related or affiliated corporations or other non-arm's length Persons; (ii) warranty claims receivable; (iii) tax refunds; (iv) rebates; (v) discounts (whether cash discounts, volume discounts, promotional/advertising discounts or otherwise); and (vi) accounts which are disputed by the Borrower's customers; (vii) contra accounts and trade accounts receivable subject to offset; (viii) such excessive concentration of trade accounts receivable from a single customer and affiliates or from a single region or other category as the Bank may determine and notify to the Borrower; (ix) the amount of Potential Prior Ranking Claims; (x) the insured and uninsured portions of any Insured Receivables; (xi) accounts receivable that are governed by or issued by a customer subject to the laws of a jurisdiction other than Canada or the U.S.; and (xii) accounts receivable that are "Purchased Receivables" or "Financed Receivables" (as such terms are defined in any Receivables Purchase Agreement, Trade Invoice Recourse Financing Facility Agreement or other similar agreement between the Borrower and the Bank; and (xiii) such other exclusions and deductions, if any, which have been communicated by the Bank to the Borrower in writing. If any portion of an account receivable has been outstanding for more than 90 days (or such other date as advised by the Bank) from the invoice date , the entire account receivable (including the portion outstanding for 90 days or less) shall be excluded from the calculation of Acceptable Receivables except that if the portion of the account receivable that has been outstanding for more than 90 days is less than 10% of the specific account receivable and is less than CAD 100,000, the portion of the account receivable outstanding for 90 days or less may nonetheless be included in the calculation unless otherwise advised by the Bank.

"**Bank Branch**" means the branch of the Bank identified in the Facility Letter or as otherwise advised by the Bank from time to time.

"**Bank's CAD Fixed Rate**" means the annual fixed rate of interest offered by the Bank and accepted by the Borrower for the requested funds in CAD for a period of 30, 60, 90, or 180 days or 1, 2, 3, 4 or 5 years, as selected by the Borrower (but in any event not diminishing or prejudicing the rights of the Bank to demand payment of all indebtedness and liabilities under the Credit Facilities at any time), but in no event shall such interest rate be less than 0% per annum. A certificate of a manager or account manager of the Bank shall, absent manifest error, be conclusive evidence of the Bank's CAD Fixed Rate from time to time.

"**Bank's USD Fixed Rate**" means the annual fixed rate of interest offered by the Bank and accepted by the Borrower for the requested funds in USD for a period of 30, 60, 90, or 180 days or 1, 2, 3, 4 or 5 years, as selected by the Borrower (but in any event not diminishing or prejudicing the rights of the Bank to demand payment of all indebtedness and liabilities under the Credit Facilities at any time) but in no event shall such interest rate be less than 0% per annum. A certificate of a manager or account manager of the Bank shall, absent manifest error, be conclusive evidence of the Bank's USD Fixed Rate from time to time.

"**Bank's Prime Rate**" means the variable annual rate of interest per annum established and adjusted by the Bank from time to time as a reference rate for purposes of determining rates of interest it will charge on commercial loans in Canada denominated in Canadian dollars based on the actual number of days in a year (whether 365 or 366 days) and which was 2.45% per annum on March 3, 2021 but in no event shall such interest rate be less than 0% per annum. Such rate is available in a Bank Branch. A certificate of a manager or account manager of the Bank shall, absent manifest error, be conclusive evidence of the Bank's Prime Rate from time to time.

"**Bank's U.S. Base Rate**" means the variable annual rate of interest established and adjusted by the Bank from time to time as a reference rate for purposes of determining rates of interest it will charge on commercial loans denominated in United States dollars in Canada based on a year of 360 days, and which was 3.75% per annum on March 3, 2021 but in no event shall such interest rate be less than 0% per annum. Such rate is available in a Bank Branch. A Certificate of a manager or account manager of the Bank shall, absent manifest error, be conclusive evidence of the Bank's U.S. Base Rate from time to time.

"**Business Day**" means a day, other than a Saturday, Sunday or statutory (or civic) holiday, upon which the Bank is open for business in the Bank Branch.

"**CAD**" and "**Canadian Dollars**" means lawful currency of Canada in same day immediately available funds, or, if such funds are not available, the form of money of Canada that is customarily used in the settlement of international banking transactions on the day in question.

"**CAD Fixed Rate Loan**" has the meaning ascribed to it in the Facility Letter.

"**CAD Prime Rate Loan**" has the meaning ascribed to it in the Facility Letter.

"**Canadian Dollar Equivalent**" means at any time on any date in relation to any specified amount in a currency other than Canadian dollars, the amount of Canadian dollars which could be purchased from the Bank by the payment of that specified amount of such other currency at the rate of exchange quoted by the Bank at or about 8:00 a.m. Pacific time on such date, including all premiums and costs of exchange.

"**Compensating Amount**" means an amount determined by the Bank to be the net cost, if any, incurred by the Bank as a direct result of the repayment of all or a portion of any advance under any of the Credit Facilities which bears interest at the Bank's CAD Fixed Rate or Bank's USD Fixed Rate or other rate, on a date other than the expiration of the selected interest period including, without limitation, any unwinding costs and other losses or expenses or damages sustained or incurred by the Bank relating to such payment. A certificate of a manager or account manager of the Bank shall, absent manifest error, be conclusive evidence of the Compensating Amount from time to time.

"**Compliance Action**" has the meaning ascribed to it in Section XVII of this Schedule A.

"Conditions Precedent" means the conditions precedent to the next advance and the continued availability of the Credit Facilities set out in the Facility Letter, including this Schedule A and any other Schedules and Addenda hereto.

"**Consolidated LSI World Inc.**" means LSI Logistix Canada Inc., 2191562 Ontario Inc., 2597370 Ontario Inc., GSB Properties Ltd., LSI Connect Inc., LSI Country Inc., LSI Waves Inc., LSI Wheels Inc., LSI Terminals USA Inc., LSI World Inc., LSI USA Inc. and LSI Logistix USA Inc. Note that for accountant prepared financial statements for the fiscal year ending March 31, 2021, the consolidated financial statements will not include LSI Logistix USA, Inc. due to different year ends and different ownership. The financial statements for LSI Logistix USA, Inc. will be provided separately by the Borrower to the Bank.

"**Credit Facilities**" has the meaning ascribed to such term in the Facility Letter.

"**DC's**" has the meaning ascribed to it in the Facility Letter.

"**Debt**" means all indebtedness and liability of the Borrower including without limitation under the Credit Facilities, and Off Balance Sheet Arrangements and the principal portion of non-realty operating lease obligations, less (i) deferred taxes; (ii) loans to the Borrower that are postponed and subordinated in favour of the Bank, in form and substance satisfactory to the Bank; and (iii) the after tax portion of any management bonus or any amount payable under an employee profit sharing plan ("**EPSP**") which has been postponed and subordinated, to the Bank's satisfaction, to the indebtedness and liability of the Borrower to the Bank.

"**Debt Service Coverage**" means (A) EBITDA less (i) unfunded capital expenditures, (ii) deferred charges, (iii) dividends, (iv) distributions , (v) advances to related companies and affiliates, (vi) investments in related companies and affiliates, and (vii) cash taxes, including those related to any discretionary management bonus, plus injections from shareholder and/or related parties divided by (B) the total of all payments of principal and interest on debt, capital leases and obligations under the Credit Facilities including payments under leases and Off Balance Sheet Arrangements.

"Drawdown Date" means the date, which must be a Business Day, specified by the Borrower in a Required Notice as being the date on which the Borrower would like to obtain an advance.

"**EBITDA**" means earnings before interest, taxes, depreciation and amortization plus non-cash expenses approved by the Bank, less (to the extent included in determining net income) non-cash non-recurring items on a trailing twelve month basis.

"**Electronic Communication**" means any agreement, instruction, document, information, disclosure, notice or other form of communication that is sent or stored by means of any electronic or other digital transmission.

"**Electronic Signature**" means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with an Electronic Communication and includes a secure electronic signature as may be prescribed by applicable law or otherwise required by us.

"**Facility Letter**" means the letter from the Bank to the Borrower to which this Schedule is attached, together with this Schedule and all other Schedules and Addenda, and includes all amendments and restatements thereof.

"**Financial LG**" means any LG which is not a Performance LG and in that regard, determination of whether an LG is a Financial LG or Performance LG shall be at the Bank's sole discretion.

"**Fixed Rate Loan**" means any USD Fixed Rate Loan or CAD Fixed Rate Loan.

"**Governmental Authority**" means any government, legislature or regulatory authority, agency, commission, law enforcement agency, board or court, tribunal or other law, regulation or rule making entity having or purporting to have jurisdiction on behalf of any nation, province, state, municipality or country or other subdivision thereof or other jurisdiction.

"Guarantors" means the party or parties described in the Facility Letter and includes any other party or parties who from time to time execute a guarantee or guarantees of the obligations of the Borrower under or in connection with this Facility Letter and the Loan Documents.

"**Insured Receivables**" means those Acceptable Receivables of the Borrower which are insured for payment by Export Development Canada or similar insurer approved by the Bank.

"**Interest Period**" means such period of time mutually agreed between the Bank and the Borrower.

"**Legal Requirement**" means any law, statute, code, ordinance, order, award, judgment, decree, injunction, rule, regulation, authorization, directive, guidance note, advisory, consent, approval, order, permit, franchise, licence, direction, deferred prosecution agreement or other requirement of any Governmental Authority.

"**LG**" has the meaning ascribed to it in the Facility Letter.

"**Loan**" means any advance to the Borrower on which interest is calculated and payable on the basis of either the Bank's U.S. Base Rate (as a U.S. Base Rate Loan) or as a USD Fixed Rate Loan and any advance to the Borrower in CAD on which interest is calculated and payable on the basis of either the Bank's CAD Fixed Rate or the Bank's Prime Rate.

"**Loan Documents**" means this Facility Letter and the Loan Documents described in the Facility Letter, any additional documents reasonably requested by the Bank in connection with the Credit Facilities and any amendments or restatements of any of such documents from time to time.

"**Margin Requirements**" has the meaning ascribed to it in the Facility Letter.

"**Material Adverse Change**" means, with respect to any Credit Party any event, circumstance, act or omission which individually or in the aggregate has had or could reasonably be expected to have, a material adverse effect on: (i) the business, operations, prospects, properties, assets or condition, financial or otherwise, of such Credit Party; (ii) the ability of any Credit Party to perform its obligations and covenants in this Facility Letter or any other Loan Document to which it is a party; or (iii) to the rights and remedies of the Bank under this Facility Letter or any other Loan Document.

"**Material Agreements**" means agreements material to the conduct of the business of the Borrower including those related to intellectual property, leases, licences and other rights of use of property.

"**Maximum Limit**" means the amount in the applicable currency calculated in accordance with the Margin Requirement and any other covenant restrictions.

"**Off-Balance Sheet Arrangements**" means any transaction, agreement or other contractual arrangement between the Borrower and an entity that is not consolidated on the Borrower's financial statements, under which the Borrower may have: (i) any obligation under a direct or indirect guarantee or similar arrangement; (ii) a retained or contingent interest in assets transferred to an unconsolidated entity, (iii) derivatives, to the extent that the financial statements do not fully reflect fair value thereof as a liability or asset; or (iv) any obligation or liability, including a contingent obligation or liability, to the extent that it is not fully reflected in the Borrower's financial statements.

"**Performance LG**" means an LG which is (a) an LG issued to secure ordinary course performance obligations of the Borrower to a third party (the "**Performance Obligations**"), including, without limitation, any performance related advance payment, retention or warranty obligations, in each case in connection with project engineering, procurement, construction, power business, maintenance and other similar projects (including projects about to be commenced) or bids for prospective project engineering, procurement, construction, power business, maintenance and other similar projects, or (b) an LG issued to back a bank guarantee, surety bond, performance bond, or other similar obligation in each case issued to support performance obligations and is not a documentary credit issued to finance the import or export of goods.

"**Permitted Encumbrances**" means liens, encumbrances or other rights permitted by the Bank in writing.

"**Person**" shall mean and include an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint-venture or other entity or a government or any agency or political subdivision of the above.

"**Potential Prior Ranking Claims**" means the aggregate of all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a lien or trust or other claim pursuant to any law, statute, regulation or similar enactment, which ranks or is capable of ranking in priority to all or any portion of the Bank's security or in priority to any claim by the Bank for repayment of amounts owing under the Credit Facilities including, without limitation, amounts due and payable for wages, vacation pay, employee deductions (including income, CPP, EI, workers compensation, social security or other employment tax withholdings), sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of HST input credits) and pension fund obligations.

"**Recourse Receivable Finance Facility**" means the receivables financing credit facility provided by the Bank to the Borrower pursuant to the Receivables Financing Agreement.

"**Required Notice**" means a written notice in form and content approved by the Bank, signed by the Borrower, given to the Bank Branch not later than 10:30 a.m. local time (of the Bank Branch) two Business Days immediately preceding the date on which:

(a) a CAD Fixed Rate Loan, a USD Fixed Rate Loan, or other advance (other than by way of account overdrafts) is to be made;

(b) a rollover is to be made from one interest option to another, or a rollover of an existing Loan on maturity to the same type of Loan; or

(c) an LG or DC is to be issued by the Bank;

as the case may be, stating the requested date, amount and term to maturity (or Interest Period) of the requested advance or rollover, or particulars of the LG or DC requested.

With respect to the foregoing, a certificate of a manager or account manager of the Bank shall be *prima facie* evidence of the Bank's CAD Fixed Rate, USD Fixed Rate, the Bank's Prime Rate, the Bank's U.S. Base Rate from time to time.

"**Sanctions**" has the meaning ascribed to it in Section II(f) of this Schedule A.

"Standard Trade Terms" means the Bank's "Standard Trade Terms" (as amended from time to time), which can be accessed, read and printed by the Borrower at/from www.gbm.hsbc.com/gtrfstt or, alternatively, upon request from the Borrower's relationship manager.

"**Taxes**" means any fee (including without limitation, any documentation, licence or registration fee), any tax (including, without limitation, any gross receipts, sales, use, property (personal and real), tangible or intangible and stamp tax, value added tax, income tax, excise tax), levy, imposts, duty, charge, assessment, deduction or withholding of any nature whatsoever, together with any fine, addition to tax and interest on the fee or tax.

"**TNW**" means the aggregate of paid in capital, retained earnings and loans (including principal and interest) to the Borrower which have been subordinated and postponed in favour of the Bank, in form and substance satisfactory to the Bank, less any assets deemed by the Bank to be intangible including, without limitation, (i) goodwill, (ii) related company and affiliate accounts receivable, (iii) advances to shareholders, (iv) deferred charges and (v) investments in related companies and affiliates.

"**US Base Rate Loan**" means an advance to the Borrower in USD in respect of which interest accrues and is payable at the Bank's U.S. Base Rate.

"**USD**" and "**United States Dollars**" means lawful currency of the United States of America in same day immediately available funds, or, if such funds are not available, the form of money of the United States of America that is customarily used in the settlement of international banking transactions on the day in question.

"**USD Equivalent" or "US Dollar Equivalent"** means at any time on any date in relation to any specified amount in a currency other than United States dollars, the amount of USD which could be purchased from the Bank by the payment of that specified amount of such other currency at the rate of exchange quoted by the Bank at or about 8:00 a.m. Pacific time on such date, including all premiums and costs of exchange.

"**USD Fixed Rate Loan**" has the meaning ascribed to it in the Facility Letter.

Whenever the singular or the masculine is used herein the same shall be deemed to include the plural and other Persons, and vice versa.

II. Representations and Warranties

Each Credit Party represents and warrants to the Bank, as of the date of the Facility Letter and as at the time of an advance or other utilization of any of the Credit Facilities from time to time that:

(a) if a corporation, it has been duly incorporated and organized (or if a partnership or other legal entity, has been duly formed, or settled as relevant) and organized and is properly constituted, is in good standing and subsisting and is entitled to conduct its business in all jurisdictions in which it carries on business or has assets;

(b) the execution of this Facility Letter and the Loan Documents and the incurring of liability and indebtedness to the Bank does not and will not contravene:

(i) any Legal Requirement applicable to such Credit Party; or

(ii) any provision contained in any other loan or credit agreement or borrowing instrument or contract to which it is a party;

(c) this Facility Letter and the Loan Documents to which it is a party have been duly authorized, executed and delivered by it, and constitute its valid and binding obligations and are enforceable in accordance with their respective terms;

(d) all necessary Legal Requirements have been met and all other authorizations, approvals, consents and orders have been obtained with respect to the execution and delivery of this Facility Letter and the Loan Documents;

(e) all financial and other information provided to the Bank in connection with the Credit Facilities is true and accurate, and it acknowledges that the offer of credit by the Bank contained in this Facility Letter is made in reliance on the truth and accuracy of this information and the above representations and warranties;

(f) neither the Borrower nor any of its subsidiaries, directors, officers, employees, agents, or affiliates is an individual or entity (nor does the Borrower nor any such other entity or person operate, possess, own, charter, or use a vessel) that is, or is owned or controlled by any one or more Persons that are: (i) the subject of any sanctions issued, administered or enforced by, or named on any list of specially designated or blocked Persons maintained by, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority, or the Department of Global Affairs (Canada), Foreign Affairs, Trade and Development Canada, Canada Border Services Agency, or Justice Canada, including any enabling legislation or executive order related thereto, and any similar sanctions laws as may be enacted from time to time in the future by the United States, Canada, the European Union (and any of its member states), the United Kingdom or the United Nations Security Council, or any other legislative body of the United Nations or other relevant Governmental Authority (collectively, "**Sanctions**"), or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions other than to the extent that such representation and warranty would result in a violation of an applicable Legal Requirement in which case the applicable Credit Party shall immediately notify the Bank and provide particulars;

(g) with respect to each LG or DC issued by the Bank pursuant to any of the Credit Facilities all required import or export licenses applicable to the transactions for which such LG or DC is issued have been obtained and the Borrower is in compliance in all material respects with foreign and domestic laws and regulations pertaining to each jurisdiction in which it operates and to each LG and/or DC and the subject matter of such LG and/or DC including, if applicable, the shipment and financing of the goods described in such LG and/or DC; and

(h) no shares in a Credit Party have been issued as, or are held as, or convertible to, bearer shares.

III. Interest, Fees

(a) Interest on the daily balance of the principal amount advanced under the Credit Facilities and remaining unpaid from time to time shall accrue and shall be payable by the Borrower as set out in this Facility Letter both before and after demand, default, maturity, or judgment and until indefeasible payment in full, except as otherwise expressly provided for.

(b) If the Borrower repays any portion of the Credit Facilities accruing interest at the Bank's CAD Fixed Rate or the Bank's USD Fixed Rate or based on a date other than the expiration of the selected Interest Period, as the case may be, whether as a result of a demand for repayment by the Bank or otherwise, it shall also concurrently pay to the Bank the greater of:

(i) three months' interest on the portion prepaid at the CAD Fixed Rate or the Bank's USD Fixed Rate as the case may be; and

(ii) the applicable Compensating Amount.

(c) Interest based on the Bank's U.S. Base Rate shall be computed on the basis of a year of 360 days and for actual days that the amounts are outstanding under the relevant Credit Facilities on this basis. For the purpose of the Interest Act (Canada), (i) the annual rate of interest to which interest computed on the basis of a year of 360 days is equivalent is the rate of interest as provided in this Facility Letter multiplied by the actual number of days in such year (whether 365 or 366) and divided by 360 and (ii) the annual rate of interest to which interest computed on the basis of a year of 365 days is equivalent is the rate of interest as provided in this Facility Letter multiplied

by the actual number of days in such year (whether 365 or 366) and divided by 365. The Borrower confirms that it fully understands and is able to calculate the rate of interest applicable to the Credit Facilities based on the methodology for calculating per annum rates provided for in this Facility Letter. The Bank agrees that if requested in writing by the Borrower, it shall calculate the nominal and effective per annum rate of interest on any advance outstanding at any time and provide such information to the Borrower promptly following such request; provided that any error in any such calculation, or any failure to provide such information on request, shall not relieve any Credit Party of any of its obligations under this Facility Letter or any other Loan Document, nor result in any liability to the Bank. Each Credit Party hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to the Loan documents, that the interest payable under the Loan Documents and the calculation thereof has not been adequate disclosed to the Credit Parties, whether pursuant to section 4 of the *Interest Act (Canada)* or any other applicable law or legal principle.

(d) Upon expiration of the term of any outstanding Loan during which interest is accruing at the Bank's CAD Fixed Rate or the Bank's USD Fixed Rate unless another interest rate option is selected by the Borrower for an advance to refinance such Loan on maturity, interest shall accrue at the applicable rate as provided in this Facility Letter for outstanding indebtedness and liability in CAD at the Bank's Prime Rate plus the applicable margin and for USD at the Bank's U.S. Base Rate plus the applicable margin, as the case may be.

(e) The fees paid to and received by the Bank shall be its entitlement as consideration for the time, effort and expense incurred by the Bank in the review of financial statements and its review and administration of documents, and the Borrower acknowledges and agrees that the determination of these costs is not feasible and that the fees set out in this Facility Letter represent a reasonable estimate of such costs.

(f) In the event that interest is not received by the Bank on any date for payment provided for in this Facility Letter or in any other relevant document, interest on such overdue interest shall be compounded on the basis of interest calculated and payable on overdue interest in the same manner and at the same rate per annum as is applicable to such overdue interest until indefeasible payment in full. Any other amounts which become payable to the Bank under this Facility Letter or the Loan Documents and which are not paid when due shall accrue interest and be payable from the due date at the Bank's Prime Rate plus 3% per annum , calculated and payable monthly on the last day of each month, both before and after demand, default, maturity or judgment and until indefeasible payment in full (other than for overdrafts exceeding the permitted limit which shall accrue interest at the rate of 21% per annum both before and after demand, default and judgment until indefeasible payment in full).

(g) All payments to the Bank shall be made at the address of the Bank Branch or at such other place as the Bank may specify in writing from time to time. The Borrower shall make payment to the Bank in immediately available funds in the same currency(ies) as the currency in which the original Loan or other credit was advanced or made available by the Bank. Any payment delivered or made to the Bank by 1:00 p.m. local time at the place where such payment is to be made shall be credited as of that day, but if made after such time such payment shall be credited as of the next Business Day.

(h) Notwithstanding anything to the contrary contained in this Facility Letter, the parties acknowledge that: (i) the applicable rate of interest payable by a Borrower in connection with this Facility Letter shall not be less than zero, even if the total of a reference rate used for the calculation of such interest and any applicable interest spread is less than zero, in which case the applicable rate of interest shall be zero; and (ii) the Bank may, in its discretion, and is hereby irrevocably authorized by the Borrower to, make an advance under the Credit Facilities (or debit or set-off any bank account of a Borrower with the Bank in any currency), to pay any unpaid interest, fees or other amounts which have become due under the terms of this Facility Letter. If any provision of this Facility Letter or any Loan Document would obligate a Credit Party to make a payment of interest or other amount to the Bank in an amount or calculated at a rate that would be prohibited by law or would result in receipt by the Bank of interest at a criminal rate (as construed under the Criminal Code (Canada)), then notwithstanding that provision, that 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 law or result in receipt by the Bank of interest at a criminal rate.

(i) The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Credit Facilities, and interest, fees and other amounts due in connection with the Credit Facilities, in an account of a Borrower maintained by the Bank shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Credit Facilities; provided that the obligation of the Borrower to pay or repay any obligations in accordance with the terms and conditions of the Credit Facilities shall not be

affected by the failure of the Bank to make such recording. The Borrower also acknowledges being indebted to the Bank for principal amounts shown as outstanding from time to time in the Bank's account records, including any amounts for which the Borrower is jointly and severally, or solidarily, liable, if any, and all accrued and unpaid interest in respect of such amounts, in accordance with the terms and conditions of this Facility Letter.

(j) The obligation of the Borrower to make all payments under this Facility Letter and the Loan Documents shall be absolute and unconditional and shall be made without any deduction or withholding of any nature and shall not be limited or affected by any circumstance, including, without limitation:

(i) any set-off, compensation, counterclaim, recoupment, defence or other right which the Borrower may have against the Bank or anyone else for any reason whatsoever; or

(ii) any insolvency, bankruptcy, reorganization or similar proceedings by or against the Borrower.

(k) In addition to and not in limitation of any rights now or hereafter available to the Bank under applicable law or arising under the Loan Documents, the Bank is hereby irrevocably authorized, at any time and from time to time, to set-off and appropriate and to apply any and all deposits (general and special) and any other indebtedness at any time held by or owing by the Bank to or for the credit of the Borrower against and on account of the obligations of the Borrower to the Bank under this Facility Letter, irrespective of currency and irrespective whether such obligations of the Borrower are owing on a joint and several, or solidary, basis. The Bank agrees to provide written notice to the Borrower of the exercise of any of the rights under this section promptly after the exercise of such rights.

(l) The Borrower shall pay to and indemnify and save harmless the Bank for the full amount of all out of pocket costs and expenses (including, but not limited to, any interest payable in order to maintain any Loan hereunder) which the Bank may sustain or incur as a consequence of the failure by the Borrower to pay when due any principal of or any interest on any Loan or any other amount due hereunder.

(m) All payments made on account of principal, interest or otherwise shall be made to the Bank, to the extent permitted by applicable Legal Requirements, free and clear of and exempt from, and without deduction for or on account of, any present or future Taxes or other charges of any nature imposed, levied, collected, withheld or assessed by any Governmental Authority. However, in the event that any payments made under this Facility Letter shall not be made free and clear of and exempt from, and without deduction or withholding for or on account of any Taxes, then the Borrower shall gross up the payments to the Bank so that the Bank receives such additional amounts as may be necessary in order that each such net payment to the Bank, after payment or deduction or withholding for and on account of any such Taxes, will not be less than the amount to be paid and received by the Bank in accordance with this Facility Letter. With respect to each such deduction or withholding, the Borrower shall promptly pay any such Taxes and (but in no event later than 90 days after payment) furnish to the Bank evidence of such payment, satisfactory to the Bank and also at the Bank's request provide such certificates, receipts and other documents required to establish any tax credit to which the Bank may be entitled.

(n) The agreements of the Borrower pursuant to the foregoing subparagraphs (l) and (m) shall survive the repayment of the Loans and the termination of this Facility Letter or the Credit Facilities (or both).

(o) The remedies, rights and powers of the Bank under this Facility Letter, the Loan Documents and at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of the Bank and no delay or omission in exercise of such remedy, right, or power shall exhaust such remedies, rights or powers or be construed as a waiver of any of them.

IV. Conditions Precedent

In addition to the conditions precedent previously set out in the Facility Letter, it shall also be a condition precedent to the initial advance and continued availability of any credit or advances under any of the Credit Facilities that the Bank shall have received and be satisfied with:

(a) completed Loan Documents registered where necessary in form and manner satisfactory to the Bank's solicitors;

(b) satisfactory banker's and/or other agency reports on the financial position of each Credit Party and such customers of the Borrower as the Bank may specify from time to time;

(c) verification of insurance arranged by the Borrower conforming to the Bank's requirements;

(d) confirmation that the Borrower is in compliance with each of the terms and conditions of this Facility Letter;

(e) all identification, business activity, business structure and other "know your customer" documents and information as required by the Bank and any screening conducted in accordance with Sanctions and other applicable legal requirements; and

(f) such other conditions as the Bank may determine, in its discretion.

V. Borrower's Covenants and Conditions of Credit

In addition to the conditions previously set out, the following additional conditions shall apply until all indebtedness and liability under the Credit Facilities are indefeasibly repaid in full to the Bank and the Credit Facilities cancelled:

(a) The Borrower shall not, without the prior written consent of the Bank:

(i) grant or allow any lien, charge, security interest, right or other encumbrance, whether fixed or floating, to be registered against or exist on any of its property and in particular, without limiting the generality of the foregoing, shall not grant a trust deed or other instrument in favour of a trustee;

(ii) become a guarantor or an endorser or otherwise become liable upon any note or other obligation other than in the normal course of business of the Borrower;

(iii) declare any management bonus, declare or pay dividends on any class or kind of its shares or other securities, repurchase or redeem any of its shares or other securities, or reduce its capital in any way whatsoever or repay any shareholders' advances;

(iv) amalgamate with or permit all or substantially all of its assets to be acquired by any other person, firm or corporation or permit any reorganization or change in ownership or corporate structure of the Borrower or the Guarantor, or the issuance of bearer shares;

(v) permit any property taxes or strata fees to be past due at any time;

(vi) enter into any agreement for the purchase or sale of any property outside the normal course of business; or

(vii) use the Credit Facilities to accumulate or maintain cash or cash equivalents in an amount, in aggregate greater than CAD 575,000, but excluding therefrom cash or cash equivalents accumulated or maintained for a specified business purpose that is lawful and not for purposes in contravention of the Facility Letter (other than simply accumulating cash reserve), and, for greater certainty, the Bank may refuse to make any requested advance which the Bank, acting reasonably, determines would result in a contravention of this section; or

(viii) borrow money, obtain credit or incur additional funded indebtedness (other than pursuant to the Credit Facilities).

(b) The Borrower agrees to file all tax returns which it is required to file in accordance with any Legal Requirement from time to time; to pay or make provision for the payment of all taxes (including any interest and penalties); to pay any Potential Prior Ranking Claims when due; and to maintain adequate reserves for the payment of any tax which is being contested diligently in good faith.

(c) The Bank shall have the right to waive the delivery of any Loan Documents or the performance of any term or condition of this Facility Letter, and may advance all or any portion of the Loan(s) prior to satisfaction of any of the Conditions Precedent, but waiver by the Bank of any obligation or condition shall not constitute a waiver of performance of such obligation or condition for any future advance.

(d) All financial terms and covenants shall be determined in accordance with generally accepted accounting principles, applied consistently.

(e) If the amount outstanding under any Credit Facility (i) in CAD plus the Canadian Dollar Equivalent of the amount outstanding under any of the Credit Facilities in a currency other than Canadian Dollars, or (ii) in USD plus the USD Equivalent of the amount outstanding under any of the Credit Facilities in a currency other than USD, at any time exceeds the Maximum Limit, the Bank may, from time to time, in its sole discretion:

(i) limit the further utilization of that Credit Facility;

(ii) convert all or part of the amount outstanding under that Credit Facility to Canadian Dollars in which event, interest shall accrue and be paid on such converted amounts at the rate set out in this Facility Letter for Canadian dollar advances accruing interest with reference to the Bank's Prime Rate. If no such rate is set out in this Facility Letter, interest shall accrue on the amount so converted at the Bank's Prime Rate plus 3% per annum, calculated monthly and payable on the last day of each month, both before and after demand, default, maturity or judgment and until indefeasible payment in full; or

(iii) require the Borrower to pay the excess.

(f) With respect to any monies payable by the Borrower hereunder, or any portion or portions thereof, which are payable in a currency other than CAD (the "**Foreign Currency Obligation**"), the following provisions shall apply:

(i) payment of the Foreign Currency Obligation made hereunder shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "**Foreign Currency**") in such form as shall be customary at the time of payment for settlement of international payments in Vancouver, British Columbia without set-off, compensation, or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.

(ii) if the Borrower makes payment to the Bank, or if an amount is applied by the Bank, in CAD in circumstances where the relevant indebtedness and liabilities constitute a Foreign Currency Obligation, such payment or amount shall satisfy the said liability of the Borrower hereunder only to the extent that the Bank is able, using the rate of exchange applied by the Bank in accordance with its normal banking procedures, to purchase the full amount of the relevant Foreign Currency owing with the amount of the CAD received by the Bank on the date of receipt, and the Borrower shall remain liable to and hereby agrees to indemnify the Bank for any deficiency (together with interest accruing thereon calculated and payable pursuant to the terms of the relevant underlying indebtedness and liabilities).

(iii) the Borrower shall indemnify and hold the Bank harmless from any loss incurred by the Bank arising from any change in the value of CAD in relation to the relevant Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of full, final and indefeasible payment thereof to the Bank.

(iv) if for the purpose of commencing any proceeding against the Borrower to enforce payment of its indebtedness and liability under the Credit Facilities it is necessary to convert a sum due hereunder in a Foreign Currency into CAD, the rate of exchange used for purposes of commencing such proceeding shall be the rate of exchange at which in accordance with its normal banking procedures the Bank could purchase CAD with such Foreign Currency amount claimed to be due hereunder on the Business Day preceding that on which proceeding is commenced.

(v) The obligation of the Borrower in respect of any such sum due from it to the Bank hereunder shall, notwithstanding any judgment in CAD, be discharged only to the extent that on the Business Day following receipt by the Bank of any sum adjudged to be so due in CAD the Bank may in accordance with its normal banking procedures purchase the relevant Foreign Currency in the full amount owing to the Bank with the CAD; if the amount of such Foreign Currency so purchased is less than the sum actually due to the Bank in such Foreign Currency the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Bank against such loss and if the Foreign Currency purchased exceeds the sum actually due to the Bank in the Foreign Currency, the Bank agrees to remit such excess to the Borrower as the Borrower may be entitled thereto.

(g) The Borrower confirms that it will (i) not, directly or indirectly, use any amounts advanced or seek advances under the Credit Facilities for any illegal purpose or (a) to fund any activity or business with any person or in any country

or territory that is the subject or target of Sanctions or (b) in any manner that would result in a violation of Sanctions by any person (including any lender, advisor, or otherwise) and (ii) not repay any amounts owing to the Bank using any funds derived directly or indirectly from any illegal or sanctionable activity, provided that this covenant shall be inapplicable only to the extent of any relevant violation of the *Foreign Extra-Territorial Measures Act* (Canada) or any similar applicable anti-boycott law or regulation.

VI. Environmental Matters

(a) To the best of the Borrower's knowledge after due and diligent inquiry, no regulated, hazardous or toxic substances are being stored on any of the Borrower's lands, facilities or premises (the "**Premises**") or any adjacent property, nor have any such substances been stored or used on the Premises or in the Borrower's business or any adjacent property prior to the Borrower's ownership, possession or control of the Premises. The Borrower agrees to provide written notice to the Bank immediately upon the Borrower becoming aware that the Premises or any adjacent property are being or have been contaminated with regulated, hazardous or toxic substances. The Borrower shall not permit any activities on the Premises which directly or indirectly could result in the Premises or any other property being contaminated with regulated, hazardous or toxic substances. For the purposes of this Facility Letter, the term "regulated, hazardous or toxic substances" means any substance, defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radio active substance or other similar term, by any Legal Requirement now or in the future in effect, or any substance or materials, the use or disposition of which is regulated by any such Legal Requirement.

(b) The Borrower shall promptly comply with all Legal Requirements relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, hazardous or toxic substances in, on, or under the Premises or in, on or under any adjacent property that becomes contaminated with regulated, hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Premises, or incorporated in any improvements thereon. The Bank may, but shall not be obligated to, enter upon the Premises and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Borrower shall reimburse the Bank on demand for the full amount of all costs and expenses incurred by the Bank in connection with such compliance activities.

(c) The property of the Borrower which are now or in the future encumbered by any one or more of the Loan Documents are hereby further mortgaged and charged to the Bank, and the Bank shall have a security interest in such assets, as security for the repayment of such costs and expenses and interest thereon, as if such costs and expenses had originally formed part of the Credit Facilities.

VII. Increased Cost Indemnities

If any change in the applicable Legal Requirements or in their interpretation or the administration of any of them by any Governmental Authority, or compliance by the Bank with any request (whether or not having the force of law) of any relevant central bank or other comparable agency or Governmental Authority, shall change the basis of taxation of payments to the Bank of the principal of or interest on the Loans or any other amounts payable under this Facility Letter (except for changes in the rate of tax on, or determined by reference to, the net income or profits of the Bank) or shall impose, modify or deem applicable any reserve, special deposits or similar requirement against assets of, deposits with or for the account of, or credit extended by the Bank or shall impose on the Bank or the London interbank market any other conditions directly affecting this Facility Letter or the Loans, and the result of any of the foregoing is to increase the cost to the Bank of making the Loans or maintaining the Loans or to reduce the amount of any sum received or receivable by the Bank under this Facility Letter by an amount deemed by the Bank to be material, then the Borrower shall, upon receiving notice from the Bank, reimburse to the Bank, on demand by the Bank, such amount or amounts as will compensate the Bank for such additional cost or reduction. A certificate of a manager or account manager of the Bank setting forth the additional amounts necessary to compensate the Bank as aforesaid, and the basis for its determination, shall be conclusive as to the determination of such amount in the absence of manifest error.

VIII. Bank Visits

Representatives of the Bank shall be entitled to attend at and inspect the Borrower's place(s) of business and to view all financial records of the Borrower and meet with key officers or employees of the Borrower at any time, on reasonable notice.

IX. Legal and Other Expenses

The Borrower shall pay (i) all reasonable legal fees and disbursements (on a solicitor and own client basis) in respect of legal advice and services to or on behalf of the Bank in connection with the Credit Facilities including: the preparation, negotiation and settlement of the Facility Letter, the preparation, issue and registration of the Loan Documents together with any amendments or restatements thereto from time to time; the enforcement and preservation of the Bank's rights and remedies; searches from time to time, including in connection with any advance; and (ii) all reasonable fees and expenses relating to appraisals, insurance consultation, environmental investigation, credit reporting and other due diligence and to responding to demands of any Governmental Authority; whether or not the documentation is completed or any funds are advanced under the Credit Facilities.

X. Non-Merger; Records of Bank; Assignment

The terms and conditions of this Facility Letter shall not be merged by and shall survive the execution and delivery of the Loan Documents.

The taking of judgment on any covenant contained in this Facility Letter and/or the other Loan Documents shall not operate so as to create any merger or discharge of any indebtedness or liability of the Borrower under, nor of any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security of any form held or which may in the future be held by the Bank from the Borrower or from any other Person.

The benefits conferred by this Facility Letter and the other Loan Documents shall enure to the benefit of the Bank and its successors and assigns and shall be binding on each Credit Party and their respective heirs, successors and permitted assigns.

The records of the Bank as to the making or rollover of Loans (and the amounts thereof) hereunder, payment of any money payable hereunder or any part thereof being in default or of any notice or demand for payment having been made shall be prima facie proof of such fact, absent manifest error.

No Credit Party shall assign all or any of its rights, benefits or obligations under this Facility Letter or the Loan Documents without the prior written consent of the Bank. The Bank shall be entitled, without the consent of the Credit Parties, to assign, syndicate, sell or transfer all or any portion of its rights, benefits and obligations under this Facility Letter and the Loan Documents.

XI. Waiver; Amendment

No term or condition of this Facility Letter or any of the other Loan Documents may be waived or varied verbally or deemed to be waived or varied by any cause or course of conduct of any officer, employee or agent of the Bank. All waivers must be in writing and signed by a duly authorized officer of the Bank.

Any amendment to this Facility Letter or the other Loan Documents must be in writing and signed by a duly authorized officer of the Bank. Without limiting the foregoing, the Bank may amend this Facility Letter if such amendment is required in connection with any change in applicable law or its interpretation or in connection with any Legal Requirement; the Bank shall provide 30 days prior written notice of any such amendment.

XII. Severability

Any provision of this Facility Letter or other Loan Document which is determined or adjudged to be illegal, invalid, prohibited or unenforceable under applicable law in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such illegality, invalidity, prohibition or unenforceability and shall be severed from the balance of this Facility Letter or such Loan Document, all without affecting the remaining provisions of this Facility Letter or such Loan Document or affecting the legality, validity or enforceability in any other jurisdiction.

XIII. Consent to Disclosure

(a) Each Credit Party consents to and acknowledges that it is aware that credit, financial and personal inquiries regarding each Credit Party and individuals connected to Credit Parties (including directors, officers, shareholders and individuals acting on behalf of a Credit Party) may be gathered, made, maintained and/or used at any time in connection with: (i) initial and ongoing credit assessment, (ii) any funding of the Credit Facilities by

investors or participants or any assignment or sale of the Credit Facilities by the Bank, and (iii) the enforcement of any remedies that the Bank may have under the Credit Facilities, (iv) compliance and risk monitoring purposes and each Credit Party consents to the making of any such inquiries by or on behalf of the Bank and consents, without restriction and without further notice to or further consent of the such Credit Party, to disclosure of any such information to any prospective investor, participant, assignee or purchaser of all or any part of the Credit Facilities. Each Credit Party irrevocably waives, to the extent permitted under applicable law, any and all rights it may have to notice of or to prohibit such disclosure, including, without limitation, any right of privacy.

(b) The Bank may collect, use, transfer and disclose information for the following purposes and as follows:

- Providing information respecting other services;
- Taking any Compliance Action referred to in this Schedule A (including actions taken to comply with laws, international guidance, internal policies or procedures, requirements from judicial, administrative, law enforcement and regulatory authorities);
- Conducting financial crime risk management activity, including verifying the identification of the Credit Party and related individuals, screening, monitoring and investigation activity, and sharing information within HSBC Group, including in other jurisdictions, for these purposes;
- Judicial, administrative, public or regulatory bodies, as well as governments, tax, revenue and monetary authorities, examiners, monitors, securities or futures exchanges, courts, central banks or law enforcement bodies with jurisdiction over any HSBC Group member.

(c) The Bank may collect, transfer and disclose information for these purposes from and to members of the HSBC Group, sub-contractors, agents and service providers within Canada and in other jurisdictions.

(d) Before providing the Bank with personal information respecting any connected individual, the Credit Party will ensure that it has provided all necessary disclosures to, and obtained any necessary consents from, such individuals in connection with the collection, use and disclosure of such information by the Bank.

XIV. Time of Essence

Time shall be of the essence of this Facility Letter.

XV. Indemnity

The Borrower agrees to keep the Bank and its officers, directors, employees, solicitors, agents and affiliates (collectively, the "**Bank Group**") indemnified against any claim for any damages, losses, costs on expenses (including, without limitation, legal costs on a solicitor and his own client basis) incurred or suffered by any member of the Bank Group in relation to this Facility Letter or as a consequence (direct or indirect) of any breach by the Borrower of this Facility Letter, or as a result of an assessment made by any tax authority in respect of any payment made by the Bank to any third party including, without limitation, to the beneficiary of any LG, unless such damage, loss, cost or expense was incurred solely as a direct result of the Bank's gross negligence or wilful misconduct.

XVI. Governing Law

This Facility Letter and, unless otherwise specified therein, all Loan Documents or instruments delivered in accordance with this Facility Letter shall be governed by and interpreted in accordance with the laws of the Province of Ontario (the "**Governing Jurisdiction**") and the federal laws of Canada applicable therein. Each Credit Party irrevocably submits to the non-exclusive jurisdiction of the courts in the Governing Jurisdiction and waives, to the fullest extent permitted by applicable law any defence based on convenient forum.

XVII. Financial Crimes and Sanctions Laws Acknowledgements and Indemnification

Each Credit Party acknowledges and agrees that:

(a) the Bank, HSBC Holdings plc, its affiliates and subsidiaries (together "**HSBC Group**"), and HSBC Group's service providers are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion;

(b) the Bank may take, and may instruct other members of the HSBC Group to take, to the extent it or such member is legally permitted to do so under the laws of its jurisdiction, any action (a "**Compliance Action**") that the Bank or any such other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include but is not limited to the interception and investigation of any payment, communication or instruction or other information; the making of further enquiries as to whether a Person or entity is subject to any Sanctions; and the refusal to issue, pay, renew, extend or transfer any DC or LG or to process any transaction or instruction that, in the Bank's discretion, may not conform with Sanctions. The Bank will use reasonable commercial efforts to notify the Borrower of the existence of such circumstances as soon as is reasonably practicable, to the extent permitted by law;

(c) neither the Bank nor any member of HSBC Group will be liable for any loss, cost, damage, claim, action, suit, liabilities, suffered or incurred by the Borrowers, any Guarantor or other Person, or for any delay or any failure of the Bank to perform its duties under this Facility Letter arising out of or relating to any Compliance Action taken by or on behalf of the Bank, its service providers, or any HSBC Group member in its sole discretion;

(d) the Bank may, in its sole discretion, refuse to issue, pay, renew, extend or transfer any DC or LG in connection with or relating to any countries, governments, entities or other Persons that are subject to Sanctions or limitations imposed by domestic or foreign laws, or by the Bank or any member of the HSBC Group, and that the Bank has the right, without prior notice to any Credit Party, to reject, refuse to pay, any demand, or not process any transaction or instruction that does not conform with any such Sanctions, or limitations; and

(e) The Borrower will indemnify the Bank for all losses, costs, damages, claims, actions, suits, demands and liabilities suffered or incurred by or brought against the Bank arising out of or relating to any Compliance Action, unless such losses, costs, damages, claims, actions, suits, demands and liabilities are determined by a final, non-appealable decision of a court of competent jurisdiction to have been caused solely and directly by the gross negligence or wilful misconduct of the Bank.

XVIII. Electronic Communications and Electronic Signatures

(a) The Borrower hereby authorizes the Bank to accept Electronic Communications and Electronic Signatures from the Borrower in relation to this Facility Letter and the Loan Documents and hereby consents to receiving commercial electronic messages from or on behalf of the Bank and any agreement, instruction, document, information, disclosure, notice or other form of communication from the Bank by Electronic Communication.

(b) The Borrower agrees that any Electronic Communication, including any Electronic Signature associated with such Electronic Communication, which the Bank receives from the Borrower or in the Borrower's name, or which appears to be from the Borrower or in its name, will be considered to be duly authorized and binding upon the Borrower (whether or not that Electronic Communication was actually from or authorized by the Borrower) and the Bank will be authorized to rely and act upon any such Electronic Communication, including any Electronic Signature associated with the Electronic Communication, even if it differs in any way from any previous Electronic Communication sent to the Bank.

(c) The Borrower acknowledges that: (i) the form, format and delivery of each Electronic Communication will permit it to retain, store and subsequently access and retrieve such Electronic Communication without the requirement of any specialized or proprietary equipment or software from the Bank; and (ii) it is the Borrower's responsibility to acquire and maintain the necessary computer equipment and software to deliver, receive, store, retain and subsequently access each Electronic Communication.

(d) The Borrower acknowledges and agrees that the Bank's methods of storing, maintaining and retrieving any Electronic Communication, including any Electronic Signatures associated with such Electronic Communication, and the Bank's data systems, maintain the integrity of the Electronic Communication. If, for any reason, an Electronic Communication stored in the Bank's data systems differ from the Borrower's, the Borrower acknowledges and agrees that the version stored on the Bank's data systems shall prevail over any inconsistency. In this regard, the Borrower acknowledges and agrees that Electronic Communications maintained by the Bank will be admissible in any legal or other proceedings as conclusive evidence as to the contents of those Electronic Communications in the same manner as an original paper document, and that further proof of our records system integrity is not required (the integrity of the Bank's records system is hereby acknowledged and agreed by the Borrower) and the Borrower hereby waives any right to object to the introduction of any such Electronic Communications into evidence. To the fullest extent permitted by applicable law, the

Borrower waives any defence, or waiver of liability, based on the absence of a written document in paper format, signed manually. The Borrower will keep its own records of all Electronic Communications for a period of 7 years (unless otherwise stipulated by local regulation) and will produce them to the Bank upon request.

(e) At the Bank's discretion, it may require: (i) Electronic Communications be delivered using technology acceptable to the Bank including the use of a secure Electronic Signature, and (ii) any agreement, instruction, document, information, disclosure, notice or other form of communication from the Borrower to be manually signed and/or delivered to the Bank in paper format. If the Bank requires that the Borrower acknowledge its agreement to this Facility Letter or any Loan Document by clicking the appropriate button, the Borrower will follow any instructions that the Bank provides to indicate the Borrower's agreement (which may include typing the Borrower's name and/or clicking "I Agree" or similar button).

(f) When the Borrower's handwritten or Electronic Signature is delivered by facsimile, email or other electronic or digital transmission, such transmission shall constitute delivery of an executed copy of this Facility Letter or relevant Loan Document. If the Borrower uses an Electronic Signature to indicate its agreement, the Borrower shall ensure that its Electronic Signature is attached to or associated with the relevant Electronic Communication.

XIX. Further Assurances

Each Credit Party shall, at its cost and expense, upon request of the Bank, duly execute and deliver, or cause to be duly executed and delivered, to the Bank all such further agreements, instruments, documents and other assurances and do and cause to be done all such further acts and things as may be necessary or desirable in the reasonable opinion of the Bank to carry out more effectually the provisions and purposes of this Facility Letter or any of the other Loan Documents.

XX. Conflict

In the event of any conflict between the terms of this Schedule and the corresponding terms of the Facility Letter to which this Schedule is attached, the terms of such facility letter shall prevail to the extent necessary to resolve such conflict. In the event of a conflict between the terms of this Facility Letter and the corresponding terms of any of the other Loan Documents, the terms of this Facility Letter shall prevail to the extent of such conflict.

XXI. Confidentiality

Each Credit Party acknowledges that the contents of this Facility Letter are confidential and shall not be disclosed by such Credit Party other than to its solicitors (or any other person bound by a duty of confidentiality) except with the prior written consent of the Bank.

HSBC

April 21, 2021

LSI Logistix Canada Inc.,
LSI Wheels Inc., and
LSI Logistix USA, Inc.
6855 Columbus Road
Mississauga, ON
L5T 2G9

PRIVATE & CONFIDENTIAL

Attention: Vikram Dua

Dear Sir:

We refer to the facility letter (including the schedules and appendices thereto) dated March 3, 2021, as amended from that date to the date hereof (as further amended by this agreement, the "**Facility Letter**") between HSBC Bank Canada (the "**Bank**") and LSI Logistix Canada Inc., LSI Wheels Inc., and LSI Logistix USA, Inc. (the "**Borrower**"). On the basis of the financial information and other information, representations, warranties and documents provided to the Bank, the Bank has agreed, at the request of the Borrower, to continue to provide the Credit Facilities and to amend certain terms and conditions of the Facility Letter all as more particularly set out below. This agreement does not amend or supersede any other agreements between the parties respecting other products and services provided by the Bank unless specifically stated otherwise.

BORROWERS

LSI Logistix Canada Inc.,
LSI Wheels Inc., and
LSI Logistix USA, Inc.

2191562 Ontario Inc. and LSI USA Inc. have ceased to be a Borrower for the purposes of this Facility Letter.

(each, a "**Borrower**" and collectively, the "**Borrowers**", and for greater certainty, references to the "Borrower" refer to each Borrower and all Borrowers, unless otherwise stated).

Each Borrower agrees that it shall be jointly and severally, or solidarily, liable with all of the other Borrowers for all indebtedness, liabilities, covenants and obligations of the Borrowers under the Facility Letter and under each of the other Loan Documents.

GUARANTORS

LSI Logistix Canada Inc.,
LSI Wheels Inc.,
2191562 Ontario Inc.,
LSI USA Inc.,
LSI Logistix USA, Inc.,
GSB Properties Ltd.,
2597370 Ontario Inc.,
LSI World Inc.,

LSI Terminals USA Inc.,
LSI Holdings USA Inc. and
Vikram Dua

(each a "**Guarantor**" and collectively "**Guarantors**").

Each Guarantor agrees that it shall be jointly and severally, or solidarily, liable with all of the other Guarantors.

For purposes of this Facility Letter, the Borrower and Guarantors are sometimes collectively referred to as "**Credit Parties**", LSI Logistix Canada Inc., LSI Wheels Inc., 2191562 Ontario Inc., LSI USA Inc., LSI Logistix USA, Inc., GSB Properties Ltd., 2597370 Ontario Inc., LSI World Inc., LSI Terminals USA Inc. and LSI Holdings USA Inc. are sometimes collectively referred to as the "**Corporate Guarantors**" and Vikram Dua is sometimes referred to as the "**Personal Guarantor**".

1. Amendments to the Facility Letter

As of the date hereof, the following terms of the Facility Letter shall be as follows:

1.1 Section 1.1 of the Facility Letter is deleted and replaced in its entirety with the following:

1.1 Amount

Demand operating revolving loan facility ("**Operating Loan Facility**") available by way of any of the types of advances and other credit described in Section 1.3 (below) up to but not exceeding in aggregate (for all such types of advances and other credit) CAD 500,000, subject to the Maximum Limit.

1.2 Section 1.3 of the Facility Letter is deleted and replaced in its entirety with the following:

1.3 Availability

Available to LSI Wheels Inc. and LSI Logistix USA, Inc.

Loan advances and other credit under the Operating Loan Facility ("**Operating Loans**") are available subject to the Maximum Limit as follows:

(a) CAD account overdraft up to an aggregate principal amount not exceeding CAD 500,000 ("**CAD Overdraft Loans**"); and

(b) USD account overdraft up to an aggregate principal amount not exceeding USD 395,257 ("**USD Overdraft Loans**").

The Borrowers shall ensure that the Canadian Dollar Equivalent of amounts advanced and credits outstanding under the Operating Loan Facility shall at no time exceed the amount available to them respectively as set out above and that the aggregate of all amounts advanced and credits outstanding at no time exceeds the Maximum Limit.

1.3 Section 1.4 of the Facility Letter is deleted and replaced in its entirety with the following:

1.4 Repayment

All amounts advanced and outstanding under the Operating Loan Facility shall be repaid on demand by the Bank.

1.4 Section 3.1 of the Facility Letter is deleted and replaced in its entirety with the following:

3.1 Amount

Demand revolving foreign exchange facility up to a permitted maximum of USD 5,263,157 (the "**Foreign Exchange Facility Limit**").

1.5 A new Section, numbered Section 3A, shall be added to the Facility Letter immediately after Section 3.4, as follows:

3A. Margin Requirement

The Borrower shall ensure that the sum of the following (in CAD or Canadian Dollar Equivalent thereof), calculated by the Bank:

(a) the amount advanced and liabilities outstanding under the Operating Loan Facility by way of CAD Overdraft Loans;

shall at no time exceed the aggregate (in CAD or Canadian Dollar Equivalent thereof, calculated by the Bank) (the **"Margin Requirement"**) of:

(i) 75% of Acceptable Receivables; plus

(ii) 80% of under 120 day Acceptable Receivables from major customers of the Borrower approved by the Bank; plus

(iii) 90% of Insured Receivables, subject to maximum amounts specified in any insurance certificate; less

(iv) Potential Prior Ranking Claims.

1.6 A new Section, numbered Section 4.3, shall be added to the Facility Letter immediately after Section 4.2, as follows:

4.3 The liability, indebtedness and obligations of the Borrowers and the Guarantors under all of the Credit Facilities shall continue to be evidenced, governed and secured, as the case may be, by the Loan Documents previously delivered by the Borrowers and Guarantors pursuant to the Facility Letter, including those outlined in Section 4.1 of the Facility Letter, the continuing validity of which is hereby acknowledged by the Borrowers and Guarantors unless otherwise released by the Bank as specified in the next Section below (if any), together with the following additional Loan Documents and any other required loan or security documents, including this agreement, completed and signed in a form and manner satisfactory to the Bank:

On Hand:

(a) cross guarantee and postponement of claims from LSI Logistix Canada Inc., LSI Wheels Inc., and LSI Logistix USA, Inc. of indebtedness of the Borrowers to the Bank (replacing section 4.1(e));

(b) guarantee and postponement of claims from 219562 Ontario Inc. of indebtedness of the Borrowers to the Bank and secured by:

(i) general security agreement from 219562 Ontario Inc. creating a first priority security interest in all present and after acquired property

(including intellectual property, if any);

(c) guarantee and postponement of claims from LSI USA Inc. of indebtedness of the Borrowers to the Bank and secured by:

(i) general security agreement from LSI USA Inc. creating a first priority security interest in all present and after acquired property (including intellectual property, if any);

(ii) assignment of book debts; and

(iii) agreement as to security over cash, credit balances and deposit instruments from LSI USA Inc.

1.7 Section 6 (a) of the Facility Letter is deleted and replaced in its entirety with the following:

(a) Without limiting the Bank's right to demand repayment of any outstanding amounts, the Borrower covenants and agrees with the Bank that it shall not, without the prior written consent of the Bank:

(i) permit the ratio of Debt to TNW of LSI World Inc. (on a consolidatd basis) to at any time exceed 3.00 to 1.00;

(ii) permit the ratio of current assets to current liabilities of LSI World Inc. (on a consolidated basis) to at any time be less than 1.10 to 1.00. For the purposes hereof, the amount of debt scheduled to be repaid at least one year plus one day from the balance sheet date may be excluded from current liabilities. Current assets shall exclude amounts due from related companies and affiliates; or

(iii) permit the Debt Service Coverage of LSI World Inc. and (on a consolidated basis) and LSI Logistix USA, Inc. to be less than 1.25 to 1.00 at any time.

The Borrower agrees that the foregoing financial tests may be calculated periodically by the Bank using financial statements provided by the Borrower on a non-consolidated and by LSI World Inc. on a consolidated basis or with such other statements as the Bank may agree to use from time to time. Any amounts not in CAD shall be calculated at the Canadian Dollar Equivalent.

In consideration of the Bank dealing with the Borrowers and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers hereby agree that in the event that the Borrowers are determined by the Bank (in its sole opinion) to be in breach of this Section 6 (a) at any time then the shareholders shall pay additional funds to the Borrower in an amount sufficient to cure the said breach by the Borrowers within 30 days.

1.8 Section 9 of the Facility Letter is deleted and replaced in its entirety with the following:

9. Notices

Any notice, request or other communication which the Bank or a Credit Party may be required or may desire to give for purposes of this Facility Letter shall be in writing and may be sent either by electronic transmission (facsimile or email), or hand delivery or first class registered mail postage prepaid to the addresses below. Any such notice, request or other communication shall be deemed to have been effectively given, made and received: (i) when transmitted with receipt confirmed in the case of electronic transmission if such transmission was made on or before 5:00 p.m. (Toronto time) on that Business Day, failing which it shall be deemed to have been effectively given, made and received on

the next following Business Day, (ii) when received if sent by hand delivery on or before 5:00 p.m. (Toronto time) on a Business Day, failing which it shall be deemed to have been effectively given, made and received on the next following Business Day, or (iii) five (5) days after deposit in the mail if so mailed, but any notice, request or other communication to be given or made during a strike, lock-out or other labour disturbance at the post office or during an actual or threatened interruption in the mail service shall be hand delivered or sent by electronic transmission and not mailed. Any party hereto may change the address to which all notices, requests and other communications are to be sent to it by giving written notice of such address change to the other parties in conformity with this paragraph, but such change shall not be effective until notice of such change has been received by the other parties. The addresses of the parties for the purposes hereof shall be:

If to the Borrowers, addressed as follows:

LSI Logistix Canada Inc., LSI USA Inc. and LSI Logistix USA, Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

If to the Bank, addressed as follows:

HSBC Bank Canada
4500 Highway #7 - Suite 200, Toronto, ON L4L 4Y7

Attention: John A. Rudnick
Fax Number: 905-264-8615
Email: john.x.rudnick@hsbc.ca

If to the Guarantors, addressed as follows:

LSI Logistix Canada Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI Wheels Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

2191562 Ontario Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI USA Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI Logistix USA, Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

GSB Properties Ltd.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

2597370 Ontario Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI World Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI Terminals USA Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

LSI Holdings USA Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention: Vikram Dua
Email: vikram.dua@lsiworld.com

Vikram Dua
6855 Columbus Road, Mississauga, ON L5T 2G9

Email: vikram.dua@lsiworld.com

2. Interpretation

All capitalized terms herein, unless otherwise expressly defined herein, shall have the meaning ascribed to them in the Facility Letter.

The Facility Letter and the Loan Documents shall henceforth be read and construed in conjunction with this agreement; and the Facility Letter and this agreement shall henceforth have effect as far as practicable as though the provisions thereof were contained in one instrument.

All the terms, conditions and provisions of the Facility Letter not otherwise amended by this agreement shall remain unchanged and have full force and effect.

3. Continuation of Facility Letter

Each Credit Party agrees that this agreement constitutes an amendment to the Facility Letter and that accordingly, in this agreement the term "Facility Letter" means the Facility Letter as amended by this agreement.

4. Representations and Warranties

Each Credit Party confirms the representations and warranties made by it in the Facility Letter remain true and accurate as of the date hereof.

5. General Provisions

5.1 Governing Law

This agreement is governed by the laws of the Governing Jurisdiction.

5.2 Language Choice

The parties hereto have requested that this agreement and any document relating thereto be drafted in English. Les parties aux présentes ont exigé que cette convention et tout document y afférent soient rédigés en anglais.

6. Novation

It is expressly understood and agreed between the parties hereto that this agreement does not constitute a novation of the terms and conditions of the Credit Facilities, the Facility Letter or the other Loan Documents, the Bank hereby reserving all of its rights and recourses under the Credit Facilities, the Facility Letter and the other Loan Documents. Nothing set forth in this agreement shall, except as specifically set forth herein, be construed as altering the obligations of the Borrower and the Guarantors under the Credit Facilities, the Facility Letter and the other Loan Documents. Nothing herein shall in any way release the Borrower and the Guarantors from their obligations to the Bank under the Credit Facilities, the Facility Letter and the other Loan Documents.

7. Acceptance

Kindly confirm acceptance and agreement to the terms and conditions of this agreement by the Borrower signing, dating and delivering a copy of this letter, also acknowledged by the Guarantors to the Bank by 5:00 p.m. local time on May 12, 2021.

Yours truly,

HSBC BANK CANADA

John Rudnick (Apr 21, 2021 13:57 EDT)

John A. Rudnick
Senior International Relationship Manager
Business Banking

Shelley Baker (Apr 21, 2021 14:51 EDT)

Shelley Baker
Assistant Vice President
Commercial Banking

The undersigned hereby acknowledge(s) and agree(s) to the terms and conditions of this agreement as of the date indicated with the Electronic Signature of the authorized signatory of the undersigned, where acceptance and agreement is provided by Electronic Communication, and, where there is more than one signatory, the date indicated in connection with the Electronic Signature of the last or final signatory.

BORROWERS:

LSI Logistix Canada Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

LSI Wheels Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

LSI Logistix USA, Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

GUARANTORS:

LSI Logistix Canada Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

LSI Wheels Inc.

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Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

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Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
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Name: Vikram Dua

2191562 Ontario Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

LSI USA Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

GSB Properties Ltd.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

2597370 Ontario Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

LSI World Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

LSI Terminals USA Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

LSI Holdings USA Inc.

Per: Iftikhar Masud (Apr 21, 2021 15:04 EDT)
Authorized Signatory
Title: COO
Name: Iftikhar Masud

Per: Vikram Dua (Apr 21, 2021 16:41 EDT)
Authorized Signatory
Title: CEO
Name: Vikram Dua

Vikram Dua

Vikram Dua (Apr 21, 2021 16:41 EDT)
Signature of Individual Guarantor

LSI Terminals USA Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

LSI Holdings USA Inc.

Per: iftikhar Masud
iftikhar Masud (Mar 5, 2021 09:10 EST)
Authorized Signatory
Title: COO
Name: iftikhar Masud

Per: vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Authorized Signatory
Title: CEO
Name: vikram dua

Vikram Dua

vikram dua
vikram dua (Mar 5, 2021 09:13 EST)
Signature

This is Exhibit “C” referred to in the Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

PUYA J. FESHARAKI

HSBC

HSBC Bank Canada

GENERAL SECURITY AGREEMENT (Ontario)

This Agreement made as of the 23 day of April, 2019.

Between: Load Solutions Inc. (hereinafter called the '**Debtor**')

(Name of Debtor)

6855 Columbus Road, Mississauga, ON, L5T 2G9

(Address)

And: **HSBC Bank Canada** (hereinafter called the '**Bank**')

4500 Highway 7, Suite 200, Woodbridge, ON, L4L 4Y7

(Address)

As continuing security for the payment and performance of all Indebtedness (as defined below), the Debtor hereby enters into this Agreement with the Bank for valuable consideration and as continuing security for the payment and performance of all indebtedness and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, matured or unmatured, of the Debtor to the Bank, whether as principal or surety or indemnifier, together with all expenses (including legal fees on a full indemnity basis) incurred by or on behalf of the Bank, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Bank in respect of such indebtedness, liabilities and interest thereon (all of which present and future indebtedness, liabilities, expenses and interest are herein collectively called the "**Indebtedness**").

For the purposes of this Agreement:

"**Business Day**" means a day, (other than a Saturday, Sunday or statutory or civic holiday) upon which the Bank is open for business at the Branch of the Bank described above.

"**Collateral**" means all the present and future property, assets and undertaking of the Debtor mortgaged, charged, pledged, assigned, hypothecated, transferred or otherwise made subject to the Security Interest pursuant to this Agreement.

"**Contractual Right**" means any agreement, right, franchise, licence, authorization, approval, privilege or permit (a) to which the Debtor is now or hereafter becomes a party, (b) in which the Debtor now or hereafter has any interest or (c) of which the Debtor is or hereafter becomes a beneficiary.

"**Credit Agreement**" means the facility letter, commitment letter, credit agreement or other loan document, if any, between the Debtor and the Bank setting out the terms and conditions under which the Bank might provide loans or other credit to the Debtor, as it may be amended, extended, restated or replaced from time to time.

"**Encumbrances**" means any lien, charge, mortgage, security interest, hypothec, other encumbrance or adverse claim to any property, assets or undertaking.

"**Intellectual Property**" means all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Debtor now or in the future has any right, title or interest, including without limitation any industrial or intellectual property specifically listed or otherwise described in **Schedule "C"** hereto.

"**Investment Collateral**" means all present and future Investment Property (as such term is defined in the PPSA) and Financial Assets (as such term is defined in the STA) of the Debtor, including all present and future options and warrants of the Debtor and all other rights and entitlements arising therefrom or related thereto, and the Debtor's present and future interests in partnerships, limited partnerships, limited liability partnerships and limited liability companies, and including all substitutions for any of the foregoing and dividends and income derived therefrom or payable in connection therewith.

"**Permitted Encumbrances**" means any and all liens, charges, mortgages, security interests, hypothecs and other encumbrances which affect all or any portion of the Collateral and which have been consented to in writing by the Bank which, as at the date hereof, are the liens, charges, mortgages, security interests, hypothecs and other encumbrances (if any) listed in **Schedule "B"** hereto.

"**Person**" means as the context requires any individual, partnership, firm, company, corporation, unlimited liability corporation or other body corporate, government, governmental body, agency or trust.

"**PPSA**" means the *Personal Property Security Act* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

"**Receiver**" has the meaning provided for in Section 28 below.

"**Security Interest**" has the meaning provided for in Section 1 below.

"**STA**" means the *Securities Transfer Act, 2006* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

Unless otherwise defined herein, all other capitalized terms used herein shall have the meanings ascribed to them in the PPSA.

A. Grant of Security Interests

1. As continuing security for the payment and performance of all Indebtedness, the Debtor hereby mortgages, charges, pledges, assigns, hypothecates, transfers and grants a security interest (collectively, the "**Security Interest**") to the Bank in all of the Debtor's right, title and interest in and to its present and after-acquired property, assets and undertaking of whatsoever nature and kind and wherever situate, including:

   (a) all present and future Equipment of the Debtor, including all of its present and future machinery, fixtures, plant, tools, furniture, apparatus, plant furniture, fixtures, books, records, documents, vehicles of any nature, kind or description, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating to the forgoing;

   (b) all present and future Inventory of the Debtor of whatever kind and wherever situate, including all of its present and future raw materials, materials used or consumed in its business, work-in-progress, finished goods, goods used for packing and goods acquired or held for sale or lease or that have been leased or furnished or that are to be furnished under contracts of rental or service, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing;

   (c) all present and future Intangibles of the Debtor, including all of its present and future Accounts and other amounts receivable, book debts, all Contractual Rights, goodwill, Intellectual Property and choses in action of every nature and kind howsoever arising or secured including, without limitation, letters of credit, guarantees and advices of credit which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor;

   (d) all present and future Documents of Title, Chattel Paper, Instruments and Money of the Debtor;

   (e) all present and future Investment Collateral;

   (f) all present and future real property, personal property, assets, and undertaking of the Debtor of any nature or kind, including all real property, personal property, assets and undertaking at any time owned, leased or licenced by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor is or may at any time become entitled (other than the property, assets and undertaking of the Debtor validly pledged or assigned or subjected to a valid mortgage, charge, hypothec or Security Interest by subsection 1(a), (b), (c), (d) or (e) hereof and subject to the exceptions hereinafter contained); and

   (g) all Proceeds arising from the property, assets and undertaking of the Debtor referred to in this section 1, together with insurance proceeds and any other payment representing indemnity or compensation for loss of expropriation or damage thereto.

2. The Security Interest hereby created shall not extend or attach to: (i) any property held in trust by the Debtor and lawfully belonging to others; or (ii) any property of the Debtor that constitutes consumer goods for the personal use of the Debtor; or (iii) the last day of the term of any lease, (oral or written) or agreement therefor, now held or hereafter acquired by the Debtor, whether falling within the general or particular description of the Collateral, shall be excluded from the scope of the Security Interest but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of such term upon trust to assign or dispose of the same to any Person acquiring such term upon the enforcement of the Security Interest.

3. Despite any other provision of this Agreement, the Security Interest shall not attach to any Contractual Right to the extent that the granting of the Security Interest therein would constitute a breach of, or permit any Person to terminate such Contractual Right, but the Debtor shall hold its interest in each such Contractual Right in trust for the Bank and shall, after the Security Interest shall have become enforceable, specifically assign each such Contractual Right to the Bank, or as the Bank may otherwise direct. The Debtor agrees that it shall, upon the request of the Bank, whether before or after the Security Interest has become enforceable, use all commercially reasonable efforts to obtain any consent required to permit any such Contractual Right to be subjected to the Security Interest, and the Security Interest shall attach to such Contractual Right following the receipt of such consent.

4. Despite any other provision of this Agreement, the interests granted to the Bank pursuant to this Agreement in the Debtor's existing and after-acquired trademarks shall be limited to the Bank's Security Interests therein.

B. Attachment

5. The Debtor warrants and acknowledges that subject to the provisions of Sections 2 and 3 above the Debtor and the Bank intend the Security Interest in existing Collateral to attach upon the execution of this Agreement; that value has been given by the Bank to the Debtor; that the Debtor has rights in such existing Collateral; the Debtor and the Bank have not postponed the time for attachment of the Security Interest on existing Collateral and that the Security Interest shall attach to existing Collateral upon the execution of this Agreement and that the Debtor and the Bank intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Debtor acquires rights in such after acquired Collateral.

C. Investment Collateral

6. Whenever any Investment Collateral is a Security that is a Certificated Security, an Uncertificated Security or a Security Entitlement, the Debtor shall, or shall cause the issuer of such Investment Collateral to, or shall cause the securities intermediary that holds such Investment Collateral to, take all steps as are necessary to give exclusive control over such Investment Collateral to the Bank in a manner satisfactory to the Bank.

7. All certificates representing Investment Collateral may remain registered in the name of the Debtor, but the Debtor shall, promptly at the request of the Bank, duly endorse such certificates in blank for transfer or execute stock powers of attorney in respect thereof and deliver such certificates or powers of attorney to the Bank; in either case with signatures guaranteed and with all documentation being in form and substance satisfactory to the Bank. Upon the request of the Bank:

   (a) the Debtor shall promptly cause the Investment Collateral to be registered in the name of the Bank or its nominee, and the Bank is hereby appointed the irrevocable attorney (coupled with an interest) of the Debtor with full power of substitution to cause any or all of the Investment Collateral to be registered in the name of the Bank or its nominee;

   (b) the Debtor shall promptly cause each securities intermediary that holds any Investment Collateral that is a Security Entitlement to record the Bank as the entitlement holder of such Investment Collateral; and

   (c) the Debtor shall promptly:

      (i) cause a Security Certificate to be issued for any Investment Collateral that is in the form of an Uncertificated Security or a Security Entitlement;

      (ii) endorse such Security Certificate in blank;

      (iii) deliver such Security Certificate to the Bank; and

      (iv) take all other steps necessary to give exclusive control over such Certificated Security to the Bank, in a manner satisfactory to the Bank.

8. Until further notice is given by the Bank to the Debtor terminating such rights of the Debtor, the Debtor shall be entitled to exercise all voting rights attached to the Investment Collateral and give consents, waivers and ratifications in respect thereof; provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of the Bank or which would have the effect of reducing the value of the Investment Collateral as security for the Indebtedness, or imposing any restriction on the transferability of any of the Investment Collateral. All such rights of the Debtor to vote and give consents, waivers and ratifications shall cease immediately upon receipt by the Debtor of such notice by the Bank.

9. All dividends, distributions, interest and other income in respect of Investment Collateral and all proceeds received by the Debtor in respect of Investment Collateral may be received by the Debtor in the ordinary course and distributed in the ordinary course to the Debtor's shareholder or shareholders until further notice by the Bank. Upon receipt by the Debtor of such notice, the Debtor shall not be entitled to retain or distribute to its shareholder or shareholders any such dividends, distributions, interest or other income or proceeds and, if any such amounts are received by the Debtor after the Debtor receives such notice by the Bank, the Debtor shall hold such amounts in trust, as trustee for the Bank, and the Debtor shall forthwith pay such amounts to the Bank, to be applied to reduce the Indebtedness or, at the option of the Bank, to be held as additional security for the Indebtedness.

10. The responsibility of the Bank in respect of any Investment Collateral held by the Bank shall be limited to exercising the same degree of care which it gives valuable property of the Bank at the Bank's office where such Investment Collateral is held. The Bank shall not be bound under any circumstances to realize on any Investment Collateral or allow any Investment Collateral to be sold, or exercise any option or right attaching thereto, or be responsible for any loss occasioned by any sale of Investment Collateral or by the retention or other refusal to sell the same; nor shall the Bank be obliged to collect or see to the payment of interest or dividends thereon but, subject to section 9, all such interest and dividends, if and when received by the Debtor, shall be held by the Debtor in trust for the Bank and shall be forthwith paid to the Bank.

D. Representations and Warranties of Debtor

11. The Debtor hereby represents and warrants to the Bank that:

(a) the Debtor has the capacity and authority to incur the Indebtedness, to create the Security Interest and to execute and deliver and perform its obligations under this Agreement;

(b) the execution and delivery of this Agreement and the performance by the Debtor of its obligations hereunder (including, without limitation, the repayment of the Indebtedness) have been duly authorized by all necessary proceedings;

(c) this Agreement constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;

(d) the Collateral is genuine and except for the Security Interest and any Permitted Encumbrances, the Collateral is owned by the Debtor free from any mortgage, charge, lien, pledge, security interest or other encumbrance or claim whatsoever;

(e) the jurisdiction in which the Debtor is located for purposes of the PPSA and under which the Debtor is incorporated, continued, amalgamated or otherwise organized is the Province or Territory identified in **Schedule "A"** of this Agreement;

(f) the Debtor does not keep tangible Collateral at any location(s) except the location(s) listed in **Schedule "A"** hereto other than tangible Collateral in transit to or from such locations;

(g) the Debtor has made all necessary filings, registrations and recordations to protect all of its right, title and interest in the presently held Intellectual Property including all relevant renewals; and all such filings, registrations and recordations have been duly and properly made and are in full force and effect and are not subject to dispute by any governmental authority or agency;

(h) all Contractual Rights relating to or affecting the presently held Intellectual Property are in good standing;

(i) the Debtor owns directly or is entitled to use by Contractual Right or otherwise all of the presently held Intellectual Property;

(j) no litigation is pending or threatened which contains allegations respecting the validity, enforceability, infringement or ownership of any of the Intellectual Property, including any of right, title or interest of the Debtor in the presently held Intellectual Property;

(k) **Schedule "C"** hereto contains a complete and accurate list of all of the presently registered Intellectual Property of the Debtor, including all registered patents, trademarks and copyrights of the Debtor; and

(l) the Debtor has no Contractual Right which, because of the granting of the Security Interest therein, would be breached or could be terminated, except for any such Contractual Rights if any, identified to the Bank in writing, which schedule contains an accurate description of all such Contractual Rights, the parties thereto, and any provisions thereof which would be so breached or which would result in such a termination right.

E. Covenants and Agreements of Debtor

12. The Debtor hereby covenants and agrees with the Bank that at all times while this Agreement remains in effect, it shall:

(a) pay or perform the Indebtedness when due;

(b) not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise (provided however that the Inventory of the Debtor may be sold or disposed of in the ordinary course of the Debtor's business and for the purpose of carrying on the same) and if the amounts on or in respect of the Collateral or Proceeds thereof shall be paid to the Debtor, the Debtor shall receive the same in trust for the Bank and forthwith pay over the same to the Bank upon request;

(c) not without the prior written consent of the Bank create or permit any Encumbrances upon or assign or transfer as security or pledge or hypothecate as security the Collateral except to the Bank;

(d) at all times have and maintain insurance over the Collateral against risks of fire (including extended coverage), theft, and such risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions. In the event that the Debtor fails to pay all premiums and other sums payable in accordance with the foregoing insurance provision, the Bank may make such payments to be repayable by the Debtor on demand and any such payments made by the Bank shall comprise part of the Indebtedness and be secured hereby;

(e) keep the Collateral in good condition and repair according to the nature and description thereof, and the Bank may, whenever it deems necessary, either in person or by agent, inspect the Collateral and the reasonable cost of such inspection shall be paid by

the Debtor and comprise part of the Indebtedness and be secured hereby and the Bank may make repairs as it deems necessary and the cost thereof shall be paid by the Debtor and comprise part of the Indebtedness and be secured hereby;

(f) duly pay all taxes, rates, levies, assessments and other impositions and charges of every nature and kind which may now or hereafter be lawfully levied, assessed or imposed on or in respect of the Debtor or the Collateral (or any of it), including those which could result in the creation of a statutory lien or deemed trust or other Encumbrance affecting the Debtor or the Collateral, as and when the same become due and payable;

(g) permit the Bank, at any time, whether before or after the Security Interest shall have become enforceable, to notify any account debtor of the Debtor of the Security Interest, require such account debtor to make payment to the Bank, take control of any Proceeds of Collateral and may hold all amounts received from any account debtor and any Proceeds as part of the Collateral and as security for the Indebtedness;

(h) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral, including all filings, registrations and recordations necessary or desirable in respect of patents, trade-marks, copyrights and industrial designs included in the Intellectual Property;

(i) defend the Collateral against any actions, claims and demands of any Person (other than the Bank) claiming the Collateral (or any of it) or an interest therein;

(j) maintain its corporate existence and file or cause to be filed any returns, documents or other information necessary to preserve such corporate existence;

(k) notify the Bank of any loss or damage to the Collateral, any change in any information provided in this Agreement (including the schedules hereto) or any actual or potential claim or Encumbrance affecting the Debtor, the Collateral or the Security Interest;

(l) prevent any Collateral from becoming an accession to any personal property not subject to the Security Interest, or becoming affixed to any real property;

(m) deliver to the Bank, at the Bank's request, duly endorsed and/or accompanied by such assignments, transfers, powers of attorney or other documents as the Bank may request, all items of the Collateral comprising Chattel Paper, Instruments, Investment Collateral and Documents of Title;

(n) pay, on demand by the Bank, all costs and expenses (including all legal fees on a full indemnity basis) incurred by the Bank in the preparation, perfection, administration and enforcement of this Agreement (including expenses incurred in considering, protecting or improving the Bank's position, or attempting to do so, whether before or after default) and all such costs and expenses shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest;

(o) preserve the Debtor's rights, powers, licences, privileges, franchises and goodwill, comply with all applicable laws, regulations and orders (including environmental laws, regulations and orders) affecting the Debtor or the Collateral and conduct its business in a proper and efficient manner so as to protect the Collateral, the Security Interest and the business and undertaking of the Debtor;

(p) without limiting the generality of any of the forgoing, perform all covenants required of the Debtor under any Contractual Right relating to or affecting the Intellectual Property (or any of it), including promptly paying all required fees, royalties and taxes, to maintain each and every item of Intellectual Property in full force and effect, and vigorously protect, preserve and maintain all of the value of, and all of the right, title and interest of the Debtor in, all Intellectual Property, by way of the prosecution of or defence against suits concerning the validity, infringement, enforceability or ownership of the Intellectual Property (or any of it) or otherwise; and

(q) give the Bank at least 10 Business Days advance notice in writing of any proposed change to the Debtor's name, location, or its governing jurisdiction.

13. The Debtor shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, transfer, assignment, assurance, document or instrument as the Bank may reasonably require for the better granting, mortgaging, charging, assigning, hypothecating and transferring unto the Bank the property, assets and undertaking hereby subjected or intended to be subject to the Security Interest or which the Debtor may hereafter become bound to mortgage, charge, assign, hypothec, transfer or subject to the Security Interest in favour of the Bank for the better accomplishing and effectuating of this Agreement and the provisions contained herein and each and every officer of the Bank is irrevocably appointed, coupled with an interest, to execute in the name and on behalf of the Debtor any document or instrument for the said purposes.

14. The Debtor shall permit the Bank at any time, either in person or by agent, to inspect the Debtor's books and records pertaining to the Collateral. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request including, without limitation, lists of Inventory and Equipment and lists of Accounts showing the amounts owing upon each Account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the Accounts.

15. The Debtor acknowledges and agrees that:

(a) in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term 'Debtor' when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, that this Agreement shall continue in full force and effect and shall be binding on the amalgamated corporation, such that the Security Interest granted hereby:

(i) shall continue to charge all Collateral of the Debtor and extend and attach to 'Collateral' (as that term is herein defined) owned by each of the other amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any 'Collateral' thereafter owned or acquired by the amalgamated corporation; and

(ii) shall continue to secure the 'Indebtedness' (as that term is herein defined) of each of the amalgamating corporations including the Debtor and the amalgamated corporation to the Bank at the time of amalgamation and any 'Indebtedness' of the amalgamated corporation to the Bank thereafter arising.

(b) The term **"Indebtedness"** shall include all such Indebtedness of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(c) The term **"Collateral"** shall include all such property, assets and undertaking of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(d) All defined terms and other provisions of this Agreement shall be deemed to have been amended to reflect such amalgamation, to the extent required by the context.

(e) The parties agree to execute and deliver all such further documents and assurances as may be necessary or desirable in connection with the foregoing.

F. Default

16. Without prejudice to any right which the Bank may now or hereafter have to demand payment of any of the Indebtedness at any time, the Indebtedness shall, at the option of the Bank, become payable and the Security Interest shall become enforceable in each and every of the following events:

(a) if the Debtor defaults in the payment of any of the Indebtedness when due;

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

(c) if there occurs an Event of Default (as defined by the Credit Agreement) or if the Debtor defaults in the observance or performance of any covenant, written agreement or undertaking heretofore or hereafter given by the Debtor to the Bank, whether contained herein or not;

(d) if an order is made or a resolution passed for the winding-up, liquidation or dissolution of the Debtor, or if a petition is presented or filed for the winding-up of the Debtor, whether pursuant to the *Winding-up and Restructuring Act* (Canada) or otherwise;

(e) if the Debtor ceases or threatens to cease to carry on business or makes a bulk sale of its assets, or if a Receiver or trustee for the Debtor or any of its property or assets is appointed (whether privately or by court order);

(f) if the Debtor becomes insolvent or commits or threatens to commit any act of bankruptcy or if the Debtor makes an assignment or proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy or if a bankruptcy petition is filed or presented against the Debtor or if the Debtor otherwise becomes subject to proceedings under the *Bankruptcy and Insolvency Act* (Canada), *Companies' Creditors Arrangement Act* (Canada), the *Winding Up and Restructuring Act*, the or any other bankruptcy, insolvency or analogous law in any jurisdiction for relief as a debtor;

(g) if any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or if the Debtor seeks relief or consents to the filing of a petition against it under any law which involves any compromise of any creditor's rights against the Debtor;

(h) if an execution or any other process of any court becomes enforceable against the Debtor or if a distress or analogous process is initiated or levied against or upon the Collateral or any part thereof;

(i) if the Debtor permits any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge on any Collateral in priority to the Security Interest to remain unpaid after proceedings have been taken to enforce such charge;

(j) if any representation or warranty made by the Debtor or any of its officers, employees or agents to the Bank shall be false or inaccurate in any material respect;

(k) if the Debtor defaults in the observance or performance of any provision relating to the indebtedness or liability of the Debtor to any creditor or other Person, other than the Bank, and thereby enables such creditor or other Person to demand payment of such indebtedness; or

(l) if any licence, permit or approval required by any law, regulation or governmental policy or any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled.

17. The Bank may in writing waive any breach by the Debtor of any of the provisions contained herein or any default by the Debtor in the observance or performance of any covenant or condition required by the Bank to be observed or performed by the Debtor; provided that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom.

G. Remedies of the Bank

18. Whenever the Security Interest shall have become enforceable as described in Section 16 above, and so long as it shall remain enforceable, the Bank may proceed to realize the Security Interest and the Collateral and to enforce its rights by doing any one or more of the following:

(a) entering upon the Collateral and any lands and premises where any Collateral is or may be located;

(b) taking possession of Collateral by any method permitted by law;

(c) occupying any lands and premises owned or occupied by the Debtor and using all or any part of such lands and premises and the Equipment and other Collateral located thereon;

(d) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Collateral;

(e) collecting, selling or otherwise dealing with any Accounts or other amounts receivable of the Debtor, including notifying any person obligated to the Debtor in respect of an Account, Chattel Paper, Investment Collateral or Instrument to make payment to the Bank of all present and future amounts due thereon;

(f) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Bank shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Bank shall be added to the Indebtedness and shall be secured by the Security Interest;

(g) collecting any rents, income, and profits received in connection with the business of the Debtor or the Collateral, without carrying on such business;

(h) exercising all voting rights attached to any Collateral constituting Investment Collateral (whether or not registered in the name of the Bank or its nominee) and giving or withholding all consents, waivers and ratifications in respect thereof and otherwise acting with respect thereto as though it were the absolute owner thereof;

(i) exercising any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any Collateral constituting Investment Collateral as if it were the absolute owner thereof including the right to exchange at its sole discretion any and all of such Investment Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer thereof, or upon the exercise by any issuer of any right, privilege or option pertaining to any such Investment Collateral, and in connection therewith, to deposit and deliver any such Investment Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine in its sole discretion, all without liability except to account for property actually received by it;

(j) complying with any limitation or restriction in connection with any proposed sale or other disposition of Collateral constituting Investment Collateral as may be necessary in order to comply with applicable law or regulation or any policy imposed by any stock exchange, securities commission or other governmental or regulatory authority or official, and the Debtor agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, and the Bank shall not be liable or accountable to the Debtor for any discount in the sale price of any such Investment Collateral which may be given by reason of the fact that such Investment Collateral are sold in compliance with any such limitation or restriction;

(k) carrying on the business of the Debtor or any portion thereof;

(l) exercising any and all of the rights and remedies granted pursuant to the PPSA and any other applicable legislation, or otherwise available at law or in equity including by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity;

(m) demanding, commencing, continuing or defending any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and giving valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the accounts or other amounts receivable of the Debtor or any other obligation of any third party to the Debtor;

(n) borrowing money for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Debtor, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;

(o) accepting the Collateral in satisfaction of the Indebtedness;

(p) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;

(q) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof; and

(r) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.

19. Any Receiver appointed by the Bank may be any Person or Persons (including one or more officers or employees of the Bank), and the Bank may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Bank provided in this Agreement including, without limitation, the power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, further charge the Collateral in priority to the Security Interests as security for money so borrowed, and sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine. The Bank shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of any lands and premises of the Debtor and in carrying on the Debtor's business, unless the Bank expressly specifies in writing that the Receiver shall be agent for the Bank for one or more purposes. Without limiting the generality of the forgoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Bank as the Bank may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Bank acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.

20. Without limiting the ability of the Bank or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor to the fullest extent permitted by applicable law. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Bank or any Receiver appointed by the Bank may, in its sole discretion, deem advantageous and may take place whether or not the Bank or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Bank.

21. The Bank shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.

22. No right, power or remedy of the Bank (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.

23. The Debtor agrees, without diminishing the covenant in section 12(n) above, and in furtherance thereof, to pay to the Bank, forthwith on demand by the Bank, all costs and expenses incurred by the Bank in connection with the exercise by the Bank of its rights, powers and remedies hereunder, including:

(a) any costs and expenses incurred by the Bank in taking, holding, moving, storing, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;

(b) any legal fees and expenses incurred by the Bank in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Indebtedness;

(c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and

(d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Bank (including any legal fees and expenses incurred by any such Receiver, agent or consultant).

All such sums shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest.

24. Any and all payments made in respect of the Indebtedness from time to time and moneys realized from any Collateral (including moneys realized on any enforcement of this Agreement) may be applied to such part or parts of the Indebtedness as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit and to re-apply the same on any other part or parts of the Indebtedness as the Bank may see fit, notwithstanding any previous application by whomsoever made.

25. The Debtor shall remain liable for all Indebtedness that is outstanding following realization of all or any part of the Collateral.

26. The Bank may pay the whole or any part of any liens, taxes, rates, charges or Encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Indebtedness, shall bear interest at the highest rate applicable to the Indebtedness, and shall be secured by the Security Interest. Whenever the Bank pays any such lien, tax, rate, charge or Encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

27. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this Agreement, the Bank may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Bank will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Bank incurred in connection with any such performance or compliance shall be payable by the Debtor to the Bank on demand, form part of the Indebtedness, bear interest at the highest rate applicable to the Indebtedness and be secured by the Security Interest.

28. The term 'Receiver' as used in this Agreement includes a receiver and manager, a receiver, a liquidator, a custodian, monitor, or consultant whether appointed by the Bank by instrument in writing or appointed pursuant to a court order.

H. Rights of the Bank

29. The Debtor grants to the Bank the right to set off against any and all accounts, credits or balances maintained by it with the Bank, the aggregate amount of any of the Indebtedness (or any portion thereof) when the same shall become due and payable whether at maturity, upon acceleration of maturity thereof or otherwise.

30. The Bank, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from and may otherwise deal with the Debtor and all other Persons and securities as the Bank may see fit.

31. The Bank may, without the consent of the Debtor, assign, transfer and deliver any of the Indebtedness, or the Security Interests, or any security or any documents or instruments held by the Bank in respect thereof to any transferee provided that no such assignment, transfer or delivery shall release the Debtor from any of the Indebtedness; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or Indebtedness hereunder without the prior written consent of the Bank.

I. Miscellaneous

32. This Agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document or instrument now or hereafter held by the Bank or existing at law in equity or by statute. This Agreement is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Indebtedness shall be at any time or from time to time fully satisfied or paid.

33. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness of the Debtor to the Bank.

34. This Agreement shall be binding upon the Debtor and its heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Debtor and shall enure to the benefit of the Bank and its successors and assigns.

35. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this Agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.

36. The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

37. Any notice, demand, statement or other communication permitted or required to be given hereunder shall be in writing and may be effectively given by delivering it to the address(es) hereinafter set forth or by sending the same by facsimile to such address(es). Any notice, demand or other communication so given prior to 5:00 p.m. (Toronto time) on a Business Day by personal delivery or by fax shall be deemed to have been given, received and made on such Business Day and if so given after 5:00 p.m. (Toronto time) on a Business Day or a day which is not a Business Day, such notice, demand, statement or other communication shall be deemed to have been given, received and made on the next following Business Day. The addresses of the parties for the purposes hereof shall be:

(a) in the case of the Bank, addressed as follows:

HSBC Bank Canada
4500 Highway 7, Suite 200, Mississauga, ON L4L 4Y7

Attention John Rudnick
Fax Number: 905-264-8615

(b) in the case of the Debtor, addressed as follows:

Load Solutions Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention Vikram Dua
Fax Number:

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

38. Where any provision or remedy contained or referred to in this Agreement is prohibited, modified or altered by the laws of any Province or Territory of Canada which governs that aspect of this Agreement and the provision or remedies may be waived or excluded by the Debtor in whole or in part, the Debtor hereby waives and excludes such provision to the fullest extent permissible by applicable law.

39. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of legal proceedings this Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this Agreement and the Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Debtor in the Courts of any other Province, country or jurisdiction.

40. References such as "**this Agreement**", "**hereof**", "**herein**", "**hereto**" and like references refer to this Agreement and any schedules, exhibits or appendices attached hereto from time to time, or described as comprising a part of this Agreement (all of which schedules, exhibits and appendices form a part of this Agreement) and not to any particular section, subsection, paragraph or other subdivision of this Agreement.

41. The word "**Debtor**", the personal pronoun "**it**" or "**its**" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "**successors**" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter).

42. Nothing herein (including the definition and use of the term Permitted Encumbrances) is intended or shall be deemed to subordinate the Security Interest to any Permitted Encumbrance or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.

43. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the determination, consent or approval of the Bank or is to be acceptable to the Bank, such determination, consent, approval or determination of acceptability will be in the sole discretion of the Bank, which means the Bank shall have sole and unfettered discretion, without any obligation to act reasonably. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "**including, without limitation**" and the use of the term "**includes**" shall mean "**includes, without limitation**".

44. In the event that any day, on or before which any action is required to be taken hereunder, is not a Business Day, then such action shall be required to be taken on or before the first Business Day immediately thereafter.

45. Time shall be of the essence of this Agreement.

46. Upon full, final and indefeasible payment and fulfillment by the Debtor, its successors or permitted assigns, of all Indebtedness and provided that the Bank is then under no obligation (conditional or otherwise) to make any further loans, advances or extend any other type of credit to the Debtor or to any other Person, the payment of which is secured, directly or indirectly, by this Agreement, the Bank shall, upon request in writing by the Debtor, delivered to the Bank at the Bank's address as set out in section 37 hereof and at the Debtor's expense, discharge this Agreement.

47. The Bank may in writing (and not otherwise) waive any default by the Debtor in the observance or performance of any provision of this Agreement; provided that no waiver by the Bank shall extend to or be taken in any manner whatsoever to affect any subsequent default, whether of the same or a different nature, or the rights resulting therefrom.

48. The Debtor agrees that the Bank may from time to time provide information concerning this Agreement (including a copy hereof), the Collateral and the Indebtedness to any Person the Bank in good faith believes is entitled thereto pursuant to applicable law.

49. The Debtor acknowledges having received an original executed copy of this Agreement and hereby waives, to the fullest extent permitted by applicable law, receipt of a copy of any financing statement or financing change statement filed at any time in respect of this Agreement or any verification statement in respect of the same.

50. This Agreement and any amendment, supplement, restatement or termination may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Any party hereto may deliver an executed copy of this Agreement by facsimile to the other parties hereto provided that in such event that party shall promptly deliver to the other parties hereto an originally executed copy of this Agreement.

51. The Debtor by its signature of this Agreement on the one hand and the Bank by making this Agreement available to the Debtor on the other hand acknowledge having expressly required it to be drawn up in the English language. *La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.*

This Agreement has been duly executed by the Debtor on the 23 day of April, 2017.

FOR A CORPORATION

LOAD SOLUTIONS INC.
(Full Legal Name of Corporation)

Per: _____
(Authorized Signatory)

Name: Vikram Dua

Title: President

Per: _____
(Authorized Signatory)

Name: _____

Title: _____

C/S

FOR AN INDIVIDUAL

Witness:

_____
Signature of Witness

Name: _____

Address: _____

Debtor:

_____ I/s
Signature of Debtor

Name: _____

Address: _____

Full Name and Address *For individual, insert first given name, initial of second given name, if any, then surname.*	Date of Birth *MM/DD/YY*	Sex *M/F*

Schedule 'A'

Location of the Debtor:
[NOTE: List all Provinces and/or Territories of: (i) the Debtor's incorporation, amalgamation or other organization; and (ii) the Debtor's places of business.]

6855 Columbus Road
Mississauga, ON

Locations of Collateral:
[NOTE: List all municipal addresses and Provinces and/or Territories in which any of the Collateral is located.]

6855 Columbus Road
Mississauga, ON

Schedule 'B'

Permitted Encumbrances:

"**Permitted Encumbrances**" includes:

(a) liens for taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(b) undetermined or inchoate liens, rights of distress, and charges incidental to current operations which have not at such time been filed or exercised and of which the Lender has not been given notice, or which relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(c) Encumbrances resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workmen's compensation, unemployment insurance, surety or appeal bonds, or costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;

(d) security given to a public utility or any governmental authority when required by that utility or governmental authority in connection with the operations of the business in the ordinary course of its business;

(e) an Encumbrance, the value of which cannot exceed $50,000, created by a judgment of a court of competent jurisdiction, as long as that judgment is being contested diligently and in good faith by appropriate proceedings;

(f) an Encumbrance securing debt incurred to finance the acquisition of personal property, provided that: (i) it is created substantially simultaneously with the acquisition of such fixed assets; (ii) it does not at any time encumber any property other than the property financed by such debt and proceeds thereof; (iii) the amount of debt secured by it is not increased subsequent to that acquisition; and (iv) the principal amount of debt secured by it at no time exceeds 100% of the original purchase price of that property at the time it was acquired, and for the purposes of this definition the term "acquisition" shall include a capital lease, and the term "acquire" shall have a corresponding meaning; and

(g) Encumbrances registered under the PPSA existing as of the date hereof.

Sections 12.(c) and 12.(k) of this General Security Agreement do not apply to Permitted Encumbrances.

Schedule 'C'

Intellectual Property of Debtor:

GUIDELINES FOR COMPLETION OF GENERAL SECURITY AGREEMENT

1. **Governing Jurisdiction**

   This General Security Agreement (Ontario) is to be used if the Debtor is located in the Province of Ontario.

2. **Registration of Personal Property Financing Statements**

   PPSA Financing Statements must be registered in: (i) the Province of Ontario; and (ii) any other Province/Territory listed in Schedule "A" under Locations of Collateral.

3. **Debtor – Legal Entity**

   The Debtor is assumed to be a Corporation in the standard template. Where the Debtor is not a corporation but a partnership, use the following variations, in the signature blocks.

   General Partnership

   A partnership may be a general or a limited partnership. For a general partnership describe it by naming each partner, followed by the name of the partnership as follows:

   "X" and "Y" carrying on business in partnership as "P"

   The signature block is to be set out as follows:

   [Partner Name] and [Partner Name],
   carrying on business in partnership as [Partnership Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Limited Partnership

   A limited partnership is intended to create limited liability for the limited partners and therefore it carries on business by the actions of a general partner. The general partner is named after the reference to the name of the limited partnership:

   "X Limited Partnership" by its general partner, "GP"

   The signature block is to be set out as follows:

   [Limited Partnership Name] , by its general partner.
   [General Partner Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Trust

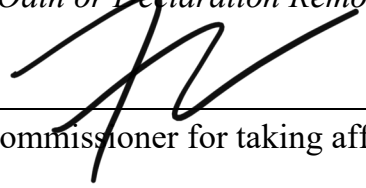
   Where the Debtor is a trust, use the following signature block and describe the trust using its full legal name:

   [Name of Trust] , by its authorized trustees

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

This is Exhibit “D” referred to in the Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

HSBC

HSBC Bank Canada

GUARANTEE

To: HSBC Bank Canada

In consideration of HSBC Bank Canada
(herein called the "Bank") dealing with LOAD SOLUTIONS INC., LSI USA INC. and 2191562 ONTARIO INC.

(herein called the "Customer") and one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby jointly and severally unconditionally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer whether as principal or surety, and whether incurred by the Customer alone or jointly with any other person or persons, or otherwise howsoever together with all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee and of any security held by the Bank in respect of such indebtedness, obligations, liabilities, expenses and interest.

INITIAL

* *(if unlimited delete paragraph and have customer initial)*

~~Provided that no sum in excess of $ ..... and interest thereon as herein provided calculated~~ from the date demand is made under this Guarantee and accruing both before and after judgment (the "Limited Amount"), ~~shall be recoverable from the undersigned hereunder*~~

[For an obligation which is payable only in a currency other than Canadian currency express the Limited Amount in the foreign currency.]

Provided that if this Guarantee is expressed to be made in respect of a Limited Amount, the undersigned shall, in addition to the Limited Amount be liable for all amounts received by the undersigned as trustee and agent for the Bank in accordance with paragraphs 13 or 18 and all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee.

And the undersigned and each of them (if more than one) hereby jointly and severally agree(s) with the Bank as follows:

1. The sum collectible by the Bank under this Guarantee shall include interest accruing on the debt owed by the Customer to the Bank at the respective rates of interest applicable to the various obligations of the Customer which constitute the Customer's debts and liabilities to the Bank. Where the Customer is liable to the Bank for interest calculated at more than one rate, then the particular rate of interest charged on a particular obligation shall continue to apply hereunder in respect of such obligation both before and after default and before and after judgment.

2. Every certificate issued under the hand of the Manager or Acting Manager of the Bank at the branch where the Customer's account is kept, purporting to show the amount at any particular time due and payable to the Bank and covered by this Guarantee, shall be received as conclusive evidence against the undersigned that such amount is at such time due and payable to the Bank and is covered hereby.

3. If this Guarantee is expressed to be made in respect of a Limited Amount and the Limited Amount is less than the obligation or the aggregate of the obligations of the Customer, then a certificate by the Manager or Acting Manager of the branch of the Bank where the Customer's account is kept shall be conclusive as to which of the obligations of the Customer are being allocated for collection under this Guarantee and the rate or rates of interest applicable.

4. If the Customer is a corporation, no change in the name, objects, capital stock or constitution of the Customer shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner including, without limitation, by amalgamation with the Customer.

5. The Bank shall not be obliged to inquire into the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Bank in exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits is in excess of the powers of the Customer or of its directors or other agents, or is in any way irregular, defective or informal.

6. If the Customer is a partnership, no change in the name of the Customer's firm or in the membership of the Customer's firm through the death, retirement or introduction of one or more partners or otherwise, or by the disposition of the Customer's business in whole or in part, shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner.

7. The Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may cease or refrain from giving credit or making loans or advances to, may accept compositions from, may change the terms of any debts and liabilities hereby guaranteed, and may otherwise deal with the Customer and all other persons (including the undersigned and any other guarantor) and securities, as the Bank may see fit, and all dividends, compositions, and moneys received by the Bank from the Customer or from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross. No loss of or in respect of the securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. Until all indebtedness of the Customer to the Bank has been paid in full, the undersigned shall not have any right of subrogation to the Bank or to the securities held by the Bank and this Guarantee shall not be diminished or affected on account of any act or failure to act on the part of the Bank which would prevent subrogation from operating in favour of the undersigned. The Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities; and the undersigned shall have no right to be subrogated to the Bank or to the securities held by the Bank until the Bank has received payment in full of its claim with interest.

8. The Bank shall not be bound or obliged to exhaust its recourse against the Customer or any other persons or any security it may hold or take any other action before being entitled to payment from the undersigned of each and every of the debts and liabilities guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The undersigned unconditionally waives any right it may have to oblige the Bank to (i) proceed against the Customer or any other person; (ii) exhaust any property, security or assets heretofore, now or hereafter furnished to the Bank, by the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed; or (iii) apply any property, security or assets of the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed to the discharge of the debts and liabilities guaranteed or to the favour of the undersigned.

9. The Bank, in its sole discretion and as the Bank sees fit, without in any way prejudicing or affecting the rights of the Bank hereunder, may appropriate any moneys received to any portion of the debts and liabilities hereby guaranteed, whether then due or to become due, and may revoke or alter any such appropriation.

10. This shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, but the Bank shall not be obliged to enforce its rights against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed: Provided always that the undersigned may determine his or her or their further liability under this continuing guarantee by 90 days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned shall continue until the expiration of 90 days after the giving of such notice, notwithstanding the death or insanity of the undersigned, and after the expiry of such notice the undersigned shall remain liable under this Guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date but maturing thereafter, but in the event of the determination of this Guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

11. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

12. The undersigned hereby grants to the Bank the right to set off against any and all accounts, credits or balances maintained by the undersigned with the Bank, the aggregate amount of any and all liabilities of the undersigned hereunder if and when the same shall become due and payable.

13. All debts and liabilities present and future of the Customer to the undersigned are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank and all moneys received by the undersigned from the Customer shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness to the Bank is fully paid and satisfied; all without prejudice to or without

in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise.

14. The Bank shall not be obliged to give the undersigned notice of default by the Customer, and upon any default by the Customer the undersigned shall be held bound directly to the Bank as principal debtor in respect of the payment of the amounts hereby guaranteed.

15. No suit based on this Guarantee shall be instituted until demand for payment has been made. Any notice, demand or court process may be served by the Bank on the undersigned or his or her or their legal personal representatives either personally or by posting the same by ordinary mail postage prepaid, in an envelope addressed to the address of the party to be served last known to the Bank, and the notice or demand so sent shall be deemed to be served on the day following that on which it is mailed.

16. This Guarantee shall be operative and binding upon every signatory hereof notwithstanding the non-execution hereof by any other proposed signatory or signatories, and the undersigned acknowledges that this Guarantee has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the undersigned affecting or limiting the liability of the undersigned under this Guarantee or inducing the undersigned to grant this Guarantee except as specifically contained herein in writing, and agrees that this Guarantee is in addition to and not in substitution for any other guarantees held or which may hereafter be held by the Bank.

17. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions shall be binding on the Bank unless made in writing under the signature of either the President or one of the Vice-Presidents of the Bank.

18. The undersigned shall file all claims against the Customer in any bankruptcy or other proceedings in which the filing of claims is required by law or upon any indebtedness of the Customer to the undersigned and will assign to the Bank all of the undersigned's rights thereunder. In all such cases, whether an administration, bankruptcy, or otherwise, the person or persons authorized to pay such claims shall pay to the Bank the full amount payable on the claim in the proceeding before making any payment to the undersigned; all without in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise. All moneys received by the undersigned in all such cases shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness is fully paid and satisfied. To the fullest extent necessary for the purposes of this paragraph 18 the undersigned hereby assigns to the Bank all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled.

19. In this Guarantee, any word importing the singular number shall include the plural, and without restricting the generality of the foregoing, where there is more than one undersigned any reference to the undersigned refers to each and every one of the undersigned, and any word importing a person shall include a corporation, partnership and any other entity.

20. If this Guarantee is executed by more than one party, the liability of each of the undersigned hereunder shall be joint and several.

21. This Guarantee shall extend to and enure to the benefit of the successors and assigns of the Bank, and shall be binding upon the undersigned and the respective heirs, executors, administrators, successors and assigns of each of the undersigned.

22. No invalidity, irregularity or unenforceability by reason of any bankruptcy or similar law or any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the liability of the Customer to the Bank or of any security therefor, shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

23. With respect to any portion of the indebtedness secured hereby which is payable in a currency other than Canadian currency (the "Foreign Currency Obligation"), the following provisions shall apply:

    (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "Foreign Currency") in such form as shall be customary at the time of payment for settlement of international payments in Vancouver, British Columbia without set-off, compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.

(b) The undersigned shall hold the Bank harmless from any loss incurred by the Bank arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof.

(c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Bank could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the undersigned in respect of any Foreign Currency Obligation due by it to the Bank hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Bank of any sum adjudged to be so due in Canadian dollars the Bank may in accordance with normal banking procedures purchase the Foreign Currency with Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Bank in the Foreign Currency the undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Bank against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Bank in the Foreign Currency the Bank agrees to remit such excess to the undersigned to the extent the undersigned is entitled thereto.

24. All the rights, powers and remedies of the Bank hereunder and under any other agreement now or at any time hereafter in force between the Bank and the undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Bank at law or in equity.

25. The undersigned by its signature of this Guarantee on the one hand and the Bank by making this Guarantee available to the undersigned on the other hand acknowledge having expressly required it to be drawn up in the English language. La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.

26. This Guarantee shall be construed in accordance with the laws of the Province of * Ontario _____ and shall be deemed to have been made in such Province and to be performed there, and the Courts of such Province shall have jurisdiction over all disputes which may arise under this Guarantee, provided that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

(Insert Province where Customer's Account is kept)

If the undersigned becomes resident outside the Province referred to in this paragraph 26 then the undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph 26 in respect of any proceeding hereon. Service of any process upon the undersigned may be made by ordinary mail in an envelope addressed to the following address:

_____

_____

or in any other manner permitted by law.

27. If this Guarantee is to be construed in accordance with the laws of the province of Quebec and for all other purposes pursuant to which the interpretation of this Guarantee may be subject to the laws of the province of Quebec or a court or tribunal exercising jurisdiction in the province of Quebec: i) if more than one undersigned, each of the undersigned shall be solidarily liable with one another and with the Customer and hereby waives all benefits of division and discussion, ii) any "right of setoff" or similar expression shall include a "right of compensation", iii) an "agent" shall include a "mandatary", iv) "joint and several" and "jointly and severally" shall include "solidary" and "solidarily", and v) a "corporation" shall include a "company".

28. **Each of the undersigned hereby acknowledges that it has read the contents of the Guarantee, understands that the signing of this Guarantee involves joint and several financial responsibility on the part of the undersigned and has in no way whatsoever, directly or indirectly, sought, received or relied upon any representation or statement from or any agreement or undertaking with the Bank or any officer, employee or agent thereof.**

Given under seal at Mississauga, this 23 day of April, 2019.

Witness **Signature of Guarantor**

_____ _____ (Seal)

_____ _____ (Seal)

**[Where a Guarantor is a corporation, the corporate seal is to be affixed in the presence of its signing officer(s)]*

Corporate Guarantee*

LSI WHEELS INC.
(Name of Corporation) CS

(Signature of Authorized Signatory)

Vikram Dua - President
(Print name of Authorized Signatory)

(Signature of Authorized Signatory)

(Print name of Authorized Signatory)

For use in Alberta

THE GUARANTEES ACKNOWLEDGEMENT ACT
(Section 3)
CERTIFICATE

I hereby certify that:

1. _____(Guarantor's name)_____, the Guarantor in the Guarantee dated _____ made between _____ and **HSBC Bank Canada**, 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.

CERTIFIED by _____(Print name)_____, Barrister and Solicitor at the _____ of _____, in the Province of Alberta, this _____ day of _____.

_____
Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

_____
(Signature of Guarantor)

HSBC

HSBC Bank Canada

GUARANTEE

To: HSBC Bank Canada

In consideration of HSBC Bank Canada
(herein called the "Bank") dealing with LOAD SOLUTIONS INC., LSI USA INC., LSI WHEELS INC. and 2191562 ONTARIO INC.

(herein called the "Customer") and one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby jointly and severally unconditionally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer whether as principal or surety, and whether incurred by the Customer alone or jointly with any other person or persons, or otherwise howsoever together with all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee and of any security held by the Bank in respect of such indebtedness, obligations, liabilities, expenses and interest.

INITIAL

** (if initialled delete paragraph and have customer initial)*

~~Provided that no sum in excess of $ _____ and interest thereon as herein provided calculated from the date demand is made under this Guarantee and accruing both before and after judgment (the "Limited Amount"), shall be recoverable from the undersigned hereunder.*~~

[For an obligation which is payable only in a currency other than Canadian currency express the Limited Amount in the foreign currency.]

Provided that if this Guarantee is expressed to be made in respect of a Limited Amount, the undersigned shall, in addition to the Limited Amount be liable for all amounts received by the undersigned as trustee and agent for the Bank in accordance with paragraphs 13 or 18 and all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee.

And the undersigned and each of them (if more than one) hereby jointly and severally agree(s) with the Bank as follows:

1. The sum collectible by the Bank under this Guarantee shall include interest accruing on the debt owed by the Customer to the Bank at the respective rates of interest applicable to the various obligations of the Customer which constitute the Customer's debts and liabilities to the Bank. Where the Customer is liable to the Bank for interest calculated at more than one rate, then the particular rate of interest charged on a particular obligation shall continue to apply hereunder in respect of such obligation both before and after default and before and after judgment.

2. Every certificate issued under the hand of the Manager or Acting Manager of the Bank at the branch where the Customer's account is kept, purporting to show the amount at any particular time due and payable to the Bank and covered by this Guarantee, shall be received as conclusive evidence against the undersigned that such amount is at such time due and payable to the Bank and is covered hereby.

3. If this Guarantee is expressed to be made in respect of a Limited Amount and the Limited Amount is less than the obligation or the aggregate of the obligations of the Customer, then a certificate by the Manager or Acting Manager of the branch of the Bank where the Customer's account is kept shall be conclusive as to which of the obligations of the Customer are being allocated for collection under this Guarantee and the rate or rates of interest applicable.

4. If the Customer is a corporation, no change in the name, objects, capital stock or constitution of the Customer shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner including, without limitation, by amalgamation with the Customer.

5. The Bank shall not be obliged to inquire into the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Bank in exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits is in excess of the powers of the Customer or of its directors or other agents, or is in any way irregular, defective or informal.

6. If the Customer is a partnership, no change in the name of the Customer's firm or in the membership of the Customer's firm through the death, retirement or introduction of one or more partners or otherwise, or by the disposition of the Customer's business in whole or in part, shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner.

7. The Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may cease or refrain from giving credit or making loans or advances to, may accept compositions from, may change the terms of any debts and liabilities hereby guaranteed, and may otherwise deal with the Customer and all other persons (including the undersigned and any other guarantor) and securities, as the Bank may see fit, and all dividends, compositions, and moneys received by the Bank from the Customer or from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross. No loss of or in respect of the securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. Until all indebtedness of the Customer to the Bank has been paid in full, the undersigned shall not have any right of subrogation to the Bank or to the securities held by the Bank and this Guarantee shall not be diminished or affected on account of any act or failure to act on the part of the Bank which would prevent subrogation from operating in favour of the undersigned. The Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities; and the undersigned shall have no right to be subrogated to the Bank or to the securities held by the Bank until the Bank has received payment in full of its claim with interest.

8. The Bank shall not be bound or obliged to exhaust its recourse against the Customer or any other persons or any security it may hold or take any other action before being entitled to payment from the undersigned of each and every of the debts and liabilities guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The undersigned unconditionally waives any right it may have to oblige the Bank to (i) proceed against the Customer or any other person; (ii) exhaust any property, security or assets heretofore, now or hereafter furnished to the Bank, by the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed; or (iii) apply any property, security or assets of the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed to the discharge of the debts and liabilities guaranteed or to the favour of the undersigned.

9. The Bank, in its sole discretion and as the Bank sees fit, without in any way prejudicing or affecting the rights of the Bank hereunder, may appropriate any moneys received to any portion of the debts and liabilities hereby guaranteed, whether then due or to become due, and may revoke or alter any such appropriation.

10. This shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, but the Bank shall not be obliged to enforce its rights against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed: Provided always that the undersigned may determine his or her or their further liability under this continuing guarantee by 90 days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned shall continue until the expiration of 90 days after the giving of such notice, notwithstanding the death or insanity of the undersigned, and after the expiry of such notice the undersigned shall remain liable under this Guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date but maturing thereafter, but in the event of the determination of this Guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

11. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

12. The undersigned hereby grants to the Bank the right to set off against any and all accounts, credits or balances maintained by the undersigned with the Bank, the aggregate amount of any and all liabilities of the undersigned hereunder if and when the same shall become due and payable.

13. All debts and liabilities present and future of the Customer to the undersigned are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank and all moneys received by the undersigned from the Customer shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness to the Bank is fully paid and satisfied; all without prejudice to or without

in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise.

14. The Bank shall not be obliged to give the undersigned notice of default by the Customer, and upon any default by the Customer the undersigned shall be held bound directly to the Bank as principal debtor in respect of the payment of the amounts hereby guaranteed.

15. No suit based on this Guarantee shall be instituted until demand for payment has been made. Any notice, demand or court process may be served by the Bank on the undersigned or his or her or their legal personal representatives either personally or by posting the same by ordinary mail postage prepaid, in an envelope addressed to the address of the party to be served last known to the Bank, and the notice or demand so sent shall be deemed to be served on the day following that on which it is mailed.

16. This Guarantee shall be operative and binding upon every signatory hereof notwithstanding the non-execution hereof by any other proposed signatory or signatories, and the undersigned acknowledges that this Guarantee has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the undersigned affecting or limiting the liability of the undersigned under this Guarantee or inducing the undersigned to grant this Guarantee except as specifically contained herein in writing, and agrees that this Guarantee is in addition to and not in substitution for any other guarantees held or which may hereafter be held by the Bank.

17. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions shall be binding on the Bank unless made in writing under the signature of either the President or one of the Vice-Presidents of the Bank.

18. The undersigned shall file all claims against the Customer in any bankruptcy or other proceedings in which the filing of claims is required by law or upon any indebtedness of the Customer to the undersigned and will assign to the Bank all of the undersigned's rights thereunder. In all such cases, whether an administration, bankruptcy, or otherwise, the person or persons authorized to pay such claims shall pay to the Bank the full amount payable on the claim in the proceeding before making any payment to the undersigned; all without in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise. All moneys received by the undersigned in all such cases shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness is fully paid and satisfied. To the fullest extent necessary for the purposes of this paragraph 18 the undersigned hereby assigns to the Bank all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled.

19. In this Guarantee, any word importing the singular number shall include the plural, and without restricting the generality of the foregoing, where there is more than one undersigned any reference to the undersigned refers to each and every one of the undersigned, and any word importing a person shall include a corporation, partnership and any other entity.

20. If this Guarantee is executed by more than one party, the liability of each of the undersigned hereunder shall be joint and several.

21. This Guarantee shall extend to and enure to the benefit of the successors and assigns of the Bank, and shall be binding upon the undersigned and the respective heirs, executors, administrators, successors and assigns of each of the undersigned.

22. No invalidity, irregularity or unenforceability by reason of any bankruptcy or similar law or any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the liability of the Customer to the Bank or of any security therefor, shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

23. With respect to any portion of the indebtedness secured hereby which is payable in a currency other than Canadian currency (the "Foreign Currency Obligation"), the following provisions shall apply:

    (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "Foreign Currency") in such form as shall be customary at the time of payment for settlement of international payments in Vancouver, British Columbia without set-off, compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.

(b) The undersigned shall hold the Bank harmless from any loss incurred by the Bank arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof.

(c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Bank could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the undersigned in respect of any Foreign Currency Obligation due by it to the Bank hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Bank of any sum adjudged to be so due in Canadian dollars the Bank may in accordance with normal banking procedures purchase the Foreign Currency with Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Bank in the Foreign Currency the undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Bank against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Bank in the Foreign Currency the Bank agrees to remit such excess to the undersigned to the extent the undersigned is entitled thereto.

24. All the rights, powers and remedies of the Bank hereunder and under any other agreement now or at any time hereafter in force between the Bank and the undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Bank at law or in equity.

25. The undersigned by its signature of this Guarantee on the one hand and the Bank by making this Guarantee available to the undersigned on the other hand acknowledge having expressly required it to be drawn up in the English language. La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.

26. This Guarantee shall be construed in accordance with the laws of the Province of * Ontario _____ and shall be deemed to have been made in such Province and to be performed there, and the Courts of such Province shall have jurisdiction over all disputes which may arise under this Guarantee, provided that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

(Insert Province where Customer's Account is kept)

If the undersigned becomes resident outside the Province referred to in this paragraph 26 then the undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph 26 in respect of any proceeding hereon. Service of any process upon the undersigned may be made by ordinary mail in an envelope addressed to the following address:

_____

_____

or in any other manner permitted by law.

27. If this Guarantee is to be construed in accordance with the laws of the province of Quebec and for all other purposes pursuant to which the interpretation of this Guarantee may be subject to the laws of the province of Quebec or a court or tribunal exercising jurisdiction in the province of Quebec: i) if more than one undersigned, each of the undersigned shall be solidarily liable with one another and with the Customer and hereby waives all benefits of division and discussion, ii) any "right of setoff" or similar expression shall include a "right of compensation", iii) an "agent" shall include a "mandatary", iv) "joint and several" and "jointly and severally" shall include "solidary" and "solidarily", and v) a "corporation" shall include a "company".

28. **Each of the undersigned hereby acknowledges that it has read the contents of the Guarantee, understands that the signing of this Guarantee involves joint and several financial responsibility on the part of the undersigned and has in no way whatsoever, directly or indirectly, sought, received or relied upon any representation or statement from or any agreement or undertaking with the Bank or any officer, employee or agent thereof.**

Given under seal at Mississauga, this 23 day of April, 2019.

Witness **Signature of Guarantor**

_____ _____ (Seal)

_____ _____ (Seal)

**[Where a Guarantor is a corporation, the corporate seal is to be affixed in the presence of its signing officer(s)]*

Corporate Guarantee*

LSI WORLD INC.
(Name of Corporation) CS

(Signature of Authorized Signatory)

Vikram Dua - President
(Print name of Authorized Signatory)

(Signature of Authorized Signatory)

(Print name of Authorized Signatory)

For use in Alberta

THE GUARANTEES ACKNOWLEDGEMENT ACT
(Section 3)
CERTIFICATE

I hereby certify that:

1. _____(Guarantor's name)_____, the Guarantor in the Guarantee dated _____ made between _____ and **HSBC Bank Canada**, 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.

CERTIFIED by _____(Print name)_____, Barrister and Solicitor at the _____ of _____, in the Province of Alberta, this _____ day of _____.

_____
Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

_____
(Signature of Guarantor)

HSBC

HSBC Bank Canada

GUARANTEE

To: HSBC Bank Canada

In consideration of HSBC Bank Canada

(herein called the "Bank") dealing with LOAD SOLUTIONS INC., LSI USA INC., LSI WHEELS INC. and 2191562 ONTARIO INC.

(herein called the "Customer") and one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby jointly and severally unconditionally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer whether as principal or surety, and whether incurred by the Customer alone or jointly with any other person or persons, or otherwise howsoever together with all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee and of any security held by the Bank in respect of such indebtedness, obligations, liabilities, expenses and interest.

INITIAL

(if indicated delete paragraph and have customer initial)

~~Provided that no sum in excess of $ _____ and interest thereon as herein provided calculated from the date demand is made under this Guarantee and accruing both before and after judgment (the "Limited Amount"), shall be recoverable from the undersigned hereunder.*~~

[For an obligation which is payable only in a currency other than Canadian currency express the Limited Amount in the foreign currency.]

Provided that if this Guarantee is expressed to be made in respect of a Limited Amount, the undersigned shall, in addition to the Limited Amount be liable for all amounts received by the undersigned as trustee and agent for the Bank in accordance with paragraphs 13 or 18 and all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee.

And the undersigned and each of them (if more than one) hereby jointly and severally agree(s) with the Bank as follows:

1. The sum collectible by the Bank under this Guarantee shall include interest accruing on the debt owed by the Customer to the Bank at the respective rates of interest applicable to the various obligations of the Customer which constitute the Customer's debts and liabilities to the Bank. Where the Customer is liable to the Bank for interest calculated at more than one rate, then the particular rate of interest charged on a particular obligation shall continue to apply hereunder in respect of such obligation both before and after default and before and after judgment.

2. Every certificate issued under the hand of the Manager or Acting Manager of the Bank at the branch where the Customer's account is kept, purporting to show the amount at any particular time due and payable to the Bank and covered by this Guarantee, shall be received as conclusive evidence against the undersigned that such amount is at such time due and payable to the Bank and is covered hereby.

3. If this Guarantee is expressed to be made in respect of a Limited Amount and the Limited Amount is less than the obligation or the aggregate of the obligations of the Customer, then a certificate by the Manager or Acting Manager of the branch of the Bank where the Customer's account is kept shall be conclusive as to which of the obligations of the Customer are being allocated for collection under this Guarantee and the rate or rates of interest applicable.

4. If the Customer is a corporation, no change in the name, objects, capital stock or constitution of the Customer shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner including, without limitation, by amalgamation with the Customer.

5. The Bank shall not be obliged to inquire into the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Bank in exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits is in excess of the powers of the Customer or of its directors or other agents, or is in any way irregular, defective or informal.

6. If the Customer is a partnership, no change in the name of the Customer's firm or in the membership of the Customer's firm through the death, retirement or introduction of one or more partners or otherwise, or by the disposition of the Customer's business in whole or in part, shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner.

7. The Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may cease or refrain from giving credit or making loans or advances to, may accept compositions from, may change the terms of any debts and liabilities hereby guaranteed, and may otherwise deal with the Customer and all other persons (including the undersigned and any other guarantor) and securities, as the Bank may see fit, and all dividends, compositions, and moneys received by the Bank from the Customer or from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross. No loss of or in respect of the securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. Until all indebtedness of the Customer to the Bank has been paid in full, the undersigned shall not have any right of subrogation to the Bank or to the securities held by the Bank and this Guarantee shall not be diminished or affected on account of any act or failure to act on the part of the Bank which would prevent subrogation from operating in favour of the undersigned. The Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities; and the undersigned shall have no right to be subrogated to the Bank or to the securities held by the Bank until the Bank has received payment in full of its claim with interest.

8. The Bank shall not be bound or obliged to exhaust its recourse against the Customer or any other persons or any security it may hold or take any other action before being entitled to payment from the undersigned of each and every of the debts and liabilities guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The undersigned unconditionally waives any right it may have to oblige the Bank to (i) proceed against the Customer or any other person; (ii) exhaust any property, security or assets heretofore, now or hereafter furnished to the Bank, by the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed; or (iii) apply any property, security or assets of the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed to the discharge of the debts and liabilities guaranteed or to the favour of the undersigned.

9. The Bank, in its sole discretion and as the Bank sees fit, without in any way prejudicing or affecting the rights of the Bank hereunder, may appropriate any moneys received to any portion of the debts and liabilities hereby guaranteed, whether then due or to become due, and may revoke or alter any such appropriation.

10. This shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, but the Bank shall not be obliged to enforce its rights against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed: Provided always that the undersigned may determine his or her or their further liability under this continuing guarantee by 90 days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned shall continue until the expiration of 90 days after the giving of such notice, notwithstanding the death or insanity of the undersigned, and after the expiry of such notice the undersigned shall remain liable under this Guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date but maturing thereafter, but in the event of the determination of this Guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

11. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

12. The undersigned hereby grants to the Bank the right to set off against any and all accounts, credits or balances maintained by the undersigned with the Bank, the aggregate amount of any and all liabilities of the undersigned hereunder if and when the same shall become due and payable.

13. All debts and liabilities present and future of the Customer to the undersigned are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank and all moneys received by the undersigned from the Customer shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness to the Bank is fully paid and satisfied; all without prejudice to or without

in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise.

14. The Bank shall not be obliged to give the undersigned notice of default by the Customer, and upon any default by the Customer the undersigned shall be held bound directly to the Bank as principal debtor in respect of the payment of the amounts hereby guaranteed.

15. No suit based on this Guarantee shall be instituted until demand for payment has been made. Any notice, demand or court process may be served by the Bank on the undersigned or his or her or their legal personal representatives either personally or by posting the same by ordinary mail postage prepaid, in an envelope addressed to the address of the party to be served last known to the Bank, and the notice or demand so sent shall be deemed to be served on the day following that on which it is mailed.

16. This Guarantee shall be operative and binding upon every signatory hereof notwithstanding the non-execution hereof by any other proposed signatory or signatories, and the undersigned acknowledges that this Guarantee has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the undersigned affecting or limiting the liability of the undersigned under this Guarantee or inducing the undersigned to grant this Guarantee except as specifically contained herein in writing, and agrees that this Guarantee is in addition to and not in substitution for any other guarantees held or which may hereafter be held by the Bank.

17. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions shall be binding on the Bank unless made in writing under the signature of either the President or one of the Vice-Presidents of the Bank.

18. The undersigned shall file all claims against the Customer in any bankruptcy or other proceedings in which the filing of claims is required by law or upon any indebtedness of the Customer to the undersigned and will assign to the Bank all of the undersigned's rights thereunder. In all such cases, whether an administration, bankruptcy, or otherwise, the person or persons authorized to pay such claims shall pay to the Bank the full amount payable on the claim in the proceeding before making any payment to the undersigned; all without in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise. All moneys received by the undersigned in all such cases shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness is fully paid and satisfied. To the fullest extent necessary for the purposes of this paragraph 18 the undersigned hereby assigns to the Bank all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled.

19. In this Guarantee, any word importing the singular number shall include the plural, and without restricting the generality of the foregoing, where there is more than one undersigned any reference to the undersigned refers to each and every one of the undersigned, and any word importing a person shall include a corporation, partnership and any other entity.

20. If this Guarantee is executed by more than one party, the liability of each of the undersigned hereunder shall be joint and several.

21. This Guarantee shall extend to and enure to the benefit of the successors and assigns of the Bank, and shall be binding upon the undersigned and the respective heirs, executors, administrators, successors and assigns of each of the undersigned.

22. No invalidity, irregularity or unenforceability by reason of any bankruptcy or similar law or any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the liability of the Customer to the Bank or of any security therefor, shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

23. With respect to any portion of the indebtedness secured hereby which is payable in a currency other than Canadian currency (the "Foreign Currency Obligation"), the following provisions shall apply:

    (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "Foreign Currency") in such form as shall be customary at the time of payment for settlement of international payments in Vancouver, British Columbia without set-off, compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.

(b) The undersigned shall hold the Bank harmless from any loss incurred by the Bank arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof.

(c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Bank could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the undersigned in respect of any Foreign Currency Obligation due by it to the Bank hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Bank of any sum adjudged to be so due in Canadian dollars the Bank may in accordance with normal banking procedures purchase the Foreign Currency with Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Bank in the Foreign Currency the undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Bank against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Bank in the Foreign Currency the Bank agrees to remit such excess to the undersigned to the extent the undersigned is entitled thereto.

24. All the rights, powers and remedies of the Bank hereunder and under any other agreement now or at any time hereafter in force between the Bank and the undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Bank at law or in equity.

25. The undersigned by its signature of this Guarantee on the one hand and the Bank by making this Guarantee available to the undersigned on the other hand acknowledge having expressly required it to be drawn up in the English language. La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.

26. This Guarantee shall be construed in accordance with the laws of the Province of * Ontario _____ and shall be deemed to have been made in such Province and to be performed there, and the Courts of such Province shall have jurisdiction over all disputes which may arise under this Guarantee, provided that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

**(insert Province where Customer's Account is kept)*

If the undersigned becomes resident outside the Province referred to in this paragraph 26 then the undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph 26 in respect of any proceeding hereon. Service of any process upon the undersigned may be made by ordinary mail in an envelope addressed to the following address:

_____

_____

or in any other manner permitted by law.

27. If this Guarantee is to be construed in accordance with the laws of the province of Quebec and for all other purposes pursuant to which the interpretation of this Guarantee may be subject to the laws of the province of Quebec or a court or tribunal exercising jurisdiction in the province of Quebec: i) if more than one undersigned, each of the undersigned shall be solidarily liable with one another and with the Customer and hereby waives all benefits of division and discussion, ii) any "right of setoff" or similar expression shall include a "right of compensation", iii) an "agent" shall include a "mandatary", iv) "joint and several" and "jointly and severally" shall include "solidary" and "solidarily", and v) a "corporation" shall include a "company".

28. **Each of the undersigned hereby acknowledges that it has read the contents of the Guarantee, understands that the signing of this Guarantee involves joint and several financial responsibility on the part of the undersigned and has in no way whatsoever, directly or indirectly, sought, received or relied upon any representation or statement from or any agreement or undertaking with the Bank or any officer, employee or agent thereof.**

Given under seal at Mississauga, this 23 day of April, 2019.

Witness **Signature of Guarantor**

_____ _____ (Seal)

_____ _____ (Seal)

**[Where a Guarantor is a corporation, the corporate seal is to be affixed in the presence of its signing officer(s)]*

Corporate Guarantee*

GSB PROPERTIES LTD.
(Name of Corporation) CS

(Signature of Authorized Signatory)

Inderpal Singh Grewal - President
(Print name of Authorized Signatory)

_____
(Signature of Authorized Signatory)

_____
(Print name of Authorized Signatory)

For use in Alberta

THE GUARANTEES ACKNOWLEDGEMENT ACT
(Section 3)
CERTIFICATE

I hereby certify that:

1. _____(Guarantor's name)_____, the Guarantor in the Guarantee dated _____ made between _____ and **HSBC Bank Canada**, 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.

CERTIFIED by _____(Print name)_____, Barrister and Solicitor at the _____ _____ of _____, in the Province of Alberta, this _____ day of _____.

_____
Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

_____
(Signature of Guarantor)

HSBC

HSBC Bank Canada

GUARANTEE

To: HSBC Bank Canada

In consideration of HSBC Bank Canada
(herein called the "Bank") dealing with LOAD SOLUTIONS INC., LSI USA INC. and LSI WHEELS INC.

(herein called the "Customer") and one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby jointly and severally unconditionally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer whether as principal or surety, and whether incurred by the Customer alone or jointly with any other person or persons, or otherwise howsoever together with all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee and of any security held by the Bank in respect of such indebtedness, obligations, liabilities, expenses and interest.

INITIAL

(If unlimited delete paragraph and have customer initial)

~~Provided that no sum in excess of $ _____ and interest thereon as herein provided calculated~~ from the date demand is made under this Guarantee and accruing ~~both before and after judgment~~ (the "Limited Amount"), shall ~~be recoverable from the undersigned hereunder.~~*

[For an obligation which is payable only in a currency other than Canadian currency express the Limited Amount in the foreign currency.]

Provided that if this Guarantee is expressed to be made in respect of a Limited Amount, the undersigned shall, in addition to the Limited Amount be liable for all amounts received by the undersigned as trustee and agent for the Bank in accordance with paragraphs 13 or 18 and all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee.

And the undersigned and each of them (if more than one) hereby jointly and severally agree(s) with the Bank as follows:

1. The sum collectible by the Bank under this Guarantee shall include interest accruing on the debt owed by the Customer to the Bank at the respective rates of interest applicable to the various obligations of the Customer which constitute the Customer's debts and liabilities to the Bank. Where the Customer is liable to the Bank for interest calculated at more than one rate, then the particular rate of interest charged on a particular obligation shall continue to apply hereunder in respect of such obligation both before and after default and before and after judgment.

2. Every certificate issued under the hand of the Manager or Acting Manager of the Bank at the branch where the Customer's account is kept, purporting to show the amount at any particular time due and payable to the Bank and covered by this Guarantee, shall be received as conclusive evidence against the undersigned that such amount is at such time due and payable to the Bank and is covered hereby.

3. If this Guarantee is expressed to be made in respect of a Limited Amount and the Limited Amount is less than the obligation or the aggregate of the obligations of the Customer, then a certificate by the Manager or Acting Manager of the branch of the Bank where the Customer's account is kept shall be conclusive as to which of the obligations of the Customer are being allocated for collection under this Guarantee and the rate or rates of interest applicable.

4. If the Customer is a corporation, no change in the name, objects, capital stock or constitution of the Customer shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner including, without limitation, by amalgamation with the Customer.

5. The Bank shall not be obliged to inquire into the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Bank in exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits is in excess of the powers of the Customer or of its directors or other agents, or is in any way irregular, defective or informal.

6. If the Customer is a partnership, no change in the name of the Customer's firm or in the membership of the Customer's firm through the death, retirement or introduction of one or more partners or otherwise, or by the disposition of the Customer's business in whole or in part, shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner.

7. The Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may cease or refrain from giving credit or making loans or advances to, may accept compositions from, may change the terms of any debts and liabilities hereby guaranteed, and may otherwise deal with the Customer and all other persons (including the undersigned and any other guarantor) and securities, as the Bank may see fit, and all dividends, compositions, and moneys received by the Bank from the Customer or from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross. No loss of or in respect of the securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. Until all indebtedness of the Customer to the Bank has been paid in full, the undersigned shall not have any right of subrogation to the Bank or to the securities held by the Bank and this Guarantee shall not be diminished or affected on account of any act or failure to act on the part of the Bank which would prevent subrogation from operating in favour of the undersigned. The Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities; and the undersigned shall have no right to be subrogated to the Bank or to the securities held by the Bank until the Bank has received payment in full of its claim with interest.

8. The Bank shall not be bound or obliged to exhaust its recourse against the Customer or any other persons or any security it may hold or take any other action before being entitled to payment from the undersigned of each and every of the debts and liabilities guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The undersigned unconditionally waives any right it may have to oblige the Bank to (i) proceed against the Customer or any other person; (ii) exhaust any property, security or assets heretofore, now or hereafter furnished to the Bank, by the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed; or (iii) apply any property, security or assets of the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed to the discharge of the debts and liabilities guaranteed or to the favour of the undersigned.

9. The Bank, in its sole discretion and as the Bank sees fit, without in any way prejudicing or affecting the rights of the Bank hereunder, may appropriate any moneys received to any portion of the debts and liabilities hereby guaranteed, whether then due or to become due, and may revoke or alter any such appropriation.

10. This shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, but the Bank shall not be obliged to enforce its rights against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed: Provided always that the undersigned may determine his or her or their further liability under this continuing guarantee by 90 days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned shall continue until the expiration of 90 days after the giving of such notice, notwithstanding the death or insanity of the undersigned, and after the expiry of such notice the undersigned shall remain liable under this Guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date but maturing thereafter, but in the event of the determination of this Guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

11. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

12. The undersigned hereby grants to the Bank the right to set off against any and all accounts, credits or balances maintained by the undersigned with the Bank, the aggregate amount of any and all liabilities of the undersigned hereunder if and when the same shall become due and payable.

13. All debts and liabilities present and future of the Customer to the undersigned are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank and all moneys received by the undersigned from the Customer shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness to the Bank is fully paid and satisfied; all without prejudice to or without

in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise.

14. The Bank shall not be obliged to give the undersigned notice of default by the Customer, and upon any default by the Customer the undersigned shall be held bound directly to the Bank as principal debtor in respect of the payment of the amounts hereby guaranteed.

15. No suit based on this Guarantee shall be instituted until demand for payment has been made. Any notice, demand or court process may be served by the Bank on the undersigned or his or her or their legal personal representatives either personally or by posting the same by ordinary mail postage prepaid, in an envelope addressed to the address of the party to be served last known to the Bank, and the notice or demand so sent shall be deemed to be served on the day following that on which it is mailed.

16. This Guarantee shall be operative and binding upon every signatory hereof notwithstanding the non-execution hereof by any other proposed signatory or signatories, and the undersigned acknowledges that this Guarantee has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the undersigned affecting or limiting the liability of the undersigned under this Guarantee or inducing the undersigned to grant this Guarantee except as specifically contained herein in writing, and agrees that this Guarantee is in addition to and not in substitution for any other guarantees held or which may hereafter be held by the Bank.

17. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions shall be binding on the Bank unless made in writing under the signature of either the President or one of the Vice-Presidents of the Bank.

18. The undersigned shall file all claims against the Customer in any bankruptcy or other proceedings in which the filing of claims is required by law or upon any indebtedness of the Customer to the undersigned and will assign to the Bank all of the undersigned's rights thereunder. In all such cases, whether an administration, bankruptcy, or otherwise, the person or persons authorized to pay such claims shall pay to the Bank the full amount payable on the claim in the proceeding before making any payment to the undersigned; all without in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise. All moneys received by the undersigned in all such cases shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness is fully paid and satisfied. To the fullest extent necessary for the purposes of this paragraph 18 the undersigned hereby assigns to the Bank all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled.

19. In this Guarantee, any word importing the singular number shall include the plural, and without restricting the generality of the foregoing, where there is more than one undersigned any reference to the undersigned refers to each and every one of the undersigned, and any word importing a person shall include a corporation, partnership and any other entity.

20. If this Guarantee is executed by more than one party, the liability of each of the undersigned hereunder shall be joint and several.

21. This Guarantee shall extend to and enure to the benefit of the successors and assigns of the Bank, and shall be binding upon the undersigned and the respective heirs, executors, administrators, successors and assigns of each of the undersigned.

22. No invalidity, irregularity or unenforceability by reason of any bankruptcy or similar law or any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the liability of the Customer to the Bank or of any security therefor, shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

23. With respect to any portion of the indebtedness secured hereby which is payable in a currency other than Canadian currency (the "Foreign Currency Obligation"), the following provisions shall apply:

    (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "Foreign Currency") in such form as shall be customary at the time of payment for settlement of international payments in Vancouver, British Columbia without set-off, compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.

(b) The undersigned shall hold the Bank harmless from any loss incurred by the Bank arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof.

(c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Bank could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the undersigned in respect of any Foreign Currency Obligation due by it to the Bank hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Bank of any sum adjudged to be so due in Canadian dollars the Bank may in accordance with normal banking procedures purchase the Foreign Currency with Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Bank in the Foreign Currency the undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Bank against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Bank in the Foreign Currency the Bank agrees to remit such excess to the undersigned to the extent the undersigned is entitled thereto.

24. All the rights, powers and remedies of the Bank hereunder and under any other agreement now or at any time hereafter in force between the Bank and the undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Bank at law or in equity.

25. The undersigned by its signature of this Guarantee on the one hand and the Bank by making this Guarantee available to the undersigned on the other hand acknowledge having expressly required it to be drawn up in the English language. La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.

26. This Guarantee shall be construed in accordance with the laws of the Province of * Ontario _____ and shall be deemed to have been made in such Province and to be performed there, and the Courts of such Province shall have jurisdiction over all disputes which may arise under this Guarantee, provided that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

(Insert Province where Customer's Account is kept)

If the undersigned becomes resident outside the Province referred to in this paragraph 26 then the undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph 26 in respect of any proceeding hereon. Service of any process upon the undersigned may be made by ordinary mail in an envelope addressed to the following address:

_____

_____

or in any other manner permitted by law.

27. If this Guarantee is to be construed in accordance with the laws of the province of Quebec and for all other purposes pursuant to which the interpretation of this Guarantee may be subject to the laws of the province of Quebec or a court or tribunal exercising jurisdiction in the province of Quebec: i) if more than one undersigned, each of the undersigned shall be solidarily liable with one another and with the Customer and hereby waives all benefits of division and discussion, ii) any "right of setoff" or similar expression shall include a "right of compensation", iii) an "agent" shall include a "mandatary", iv) "joint and several" and "jointly and severally" shall include "solidary" and "solidarily", and v) a "corporation" shall include a "company".

28. **Each of the undersigned hereby acknowledges that it has read the contents of the Guarantee, understands that the signing of this Guarantee involves joint and several financial responsibility on the part of the undersigned and has in no way whatsoever, directly or indirectly, sought, received or relied upon any representation or statement from or any agreement or undertaking with the Bank or any officer, employee or agent thereof.**

Given under seal at Mississauga, this 23 day of April, 2019.

Witness **Signature of Guarantor**

_____ _____ (Seal)

_____ _____ (Seal)

**(Where a Guarantor is a corporation, the corporate seal is to be affixed in the presence of its signing officer(s))*

Corporate Guarantee*

2191562 ONTARIO INC.
(Name of Corporation) CS

(Signature of Authorized Signatory)

Vikram Dua - Director
(Print name of Authorized Signatory)

(Signature of Authorized Signatory)

(Print name of Authorized Signatory)

For use in Alberta

THE GUARANTEES ACKNOWLEDGEMENT ACT
(Section 3)
CERTIFICATE

I hereby certify that:

1. _____(Guarantor's name)_____, the Guarantor in the Guarantee dated _____ made between _____ and **HSBC Bank Canada**, 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.

CERTIFIED by _____(Print name)_____, Barrister and Solicitor at the _____ of _____, in the Province of Alberta, this _____ day of _____.

_____
Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

_____
(Signature of Guarantor)

HSBC

HSBC Bank Canada

GUARANTEE

To: HSBC Bank Canada

In consideration of HSBC Bank Canada
(herein called the "Bank") dealing with LOAD SOLUTIONS INC., LSI USA INC., LSI WHEELS INC.
and 2191562 ONTARIO INC.

(herein called the "Customer") and one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby jointly and severally unconditionally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer whether as principal or surety, and whether incurred by the Customer alone or jointly with any other person or persons, or otherwise howsoever together with all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee and of any security held by the Bank in respect of such indebtedness, obligations, liabilities, expenses and interest.

INITIAL

** (if unlimited delete paragraph and have customer initial)*

~~*Provided that no sum in excess of $ _____ and interest thereon as herein provided calculated~~ from the date demand is made under this Guarantee and accruing both before and after judgment (the "Limited Amount"), shall ~~be recoverable from the undersigned hereunder.*~~

[For an obligation which is payable only in a currency other than Canadian currency express the Limited Amount in the foreign currency.]

Provided that if this Guarantee is expressed to be made in respect of a Limited Amount, the undersigned shall, in addition to the Limited Amount be liable for all amounts received by the undersigned as trustee and agent for the Bank in accordance with paragraphs 13 or 18 and all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee.

And the undersigned and each of them (if more than one) hereby jointly and severally agree(s) with the Bank as follows:

1. The sum collectible by the Bank under this Guarantee shall include interest accruing on the debt owed by the Customer to the Bank at the respective rates of interest applicable to the various obligations of the Customer which constitute the Customer's debts and liabilities to the Bank. Where the Customer is liable to the Bank for interest calculated at more than one rate, then the particular rate of interest charged on a particular obligation shall continue to apply hereunder in respect of such obligation both before and after default and before and after judgment.

2. Every certificate issued under the hand of the Manager or Acting Manager of the Bank at the branch where the Customer's account is kept, purporting to show the amount at any particular time due and payable to the Bank and covered by this Guarantee, shall be received as conclusive evidence against the undersigned that such amount is at such time due and payable to the Bank and is covered hereby.

3. If this Guarantee is expressed to be made in respect of a Limited Amount and the Limited Amount is less than the obligation or the aggregate of the obligations of the Customer, then a certificate by the Manager or Acting Manager of the branch of the Bank where the Customer's account is kept shall be conclusive as to which of the obligations of the Customer are being allocated for collection under this Guarantee and the rate or rates of interest applicable.

4. If the Customer is a corporation, no change in the name, objects, capital stock or constitution of the Customer shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner including, without limitation, by amalgamation with the Customer.

5. The Bank shall not be obliged to inquire into the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Bank in exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits is in excess of the powers of the Customer or of its directors or other agents, or is in any way irregular, defective or informal.

6. If the Customer is a partnership, no change in the name of the Customer's firm or in the membership of the Customer's firm through the death, retirement or introduction of one or more partners or otherwise, or by the disposition of the Customer's business in whole or in part, shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner.

7. The Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may cease or refrain from giving credit or making loans or advances to, may accept compositions from, may change the terms of any debts and liabilities hereby guaranteed, and may otherwise deal with the Customer and all other persons (including the undersigned and any other guarantor) and securities, as the Bank may see fit, and all dividends, compositions, and moneys received by the Bank from the Customer or from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross. No loss of or in respect of the securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. Until all indebtedness of the Customer to the Bank has been paid in full, the undersigned shall not have any right of subrogation to the Bank or to the securities held by the Bank and this Guarantee shall not be diminished or affected on account of any act or failure to act on the part of the Bank which would prevent subrogation from operating in favour of the undersigned. The Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities; and the undersigned shall have no right to be subrogated to the Bank or to the securities held by the Bank until the Bank has received payment in full of its claim with interest.

8. The Bank shall not be bound or obliged to exhaust its recourse against the Customer or any other persons or any security it may hold or take any other action before being entitled to payment from the undersigned of each and every of the debts and liabilities guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The undersigned unconditionally waives any right it may have to oblige the Bank to (i) proceed against the Customer or any other person; (ii) exhaust any property, security or assets heretofore, now or hereafter furnished to the Bank, by the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed; or (iii) apply any property, security or assets of the Customer or any other person who is or may become liable in respect of any of the debts and liabilities guaranteed to the discharge of the debts and liabilities guaranteed or to the favour of the undersigned.

9. The Bank, in its sole discretion and as the Bank sees fit, without in any way prejudicing or affecting the rights of the Bank hereunder, may appropriate any moneys received to any portion of the debts and liabilities hereby guaranteed, whether then due or to become due, and may revoke or alter any such appropriation.

10. This shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, but the Bank shall not be obliged to enforce its rights against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed: Provided always that the undersigned may determine his or her or their further liability under this continuing guarantee by 90 days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned shall continue until the expiration of 90 days after the giving of such notice, notwithstanding the death or insanity of the undersigned, and after the expiry of such notice the undersigned shall remain liable under this Guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date but maturing thereafter, but in the event of the determination of this Guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

11. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

12. The undersigned hereby grants to the Bank the right to set off against any and all accounts, credits or balances maintained by the undersigned with the Bank, the aggregate amount of any and all liabilities of the undersigned hereunder if and when the same shall become due and payable.

13. All debts and liabilities present and future of the Customer to the undersigned are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank and all moneys received by the undersigned from the Customer shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness to the Bank is fully paid and satisfied; all without prejudice to or without

in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise.

14. The Bank shall not be obliged to give the undersigned notice of default by the Customer, and upon any default by the Customer the undersigned shall be held bound directly to the Bank as principal debtor in respect of the payment of the amounts hereby guaranteed.

15. No suit based on this Guarantee shall be instituted until demand for payment has been made. Any notice, demand or court process may be served by the Bank on the undersigned or his or her or their legal personal representatives either personally or by posting the same by ordinary mail postage prepaid, in an envelope addressed to the address of the party to be served last known to the Bank, and the notice or demand so sent shall be deemed to be served on the day following that on which it is mailed.

16. This Guarantee shall be operative and binding upon every signatory hereof notwithstanding the non-execution hereof by any other proposed signatory or signatories, and the undersigned acknowledges that this Guarantee has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the undersigned affecting or limiting the liability of the undersigned under this Guarantee or inducing the undersigned to grant this Guarantee except as specifically contained herein in writing, and agrees that this Guarantee is in addition to and not in substitution for any other guarantees held or which may hereafter be held by the Bank.

17. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions shall be binding on the Bank unless made in writing under the signature of either the President or one of the Vice-Presidents of the Bank.

18. The undersigned shall file all claims against the Customer in any bankruptcy or other proceedings in which the filing of claims is required by law or upon any indebtedness of the Customer to the undersigned and will assign to the Bank all of the undersigned's rights thereunder. In all such cases, whether an administration, bankruptcy, or otherwise, the person or persons authorized to pay such claims shall pay to the Bank the full amount payable on the claim in the proceeding before making any payment to the undersigned; all without in any way limiting or lessening the liability of the undersigned to the Bank whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise. All moneys received by the undersigned in all such cases shall be received by the undersigned as trustee and agent for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness is fully paid and satisfied. To the fullest extent necessary for the purposes of this paragraph 18 the undersigned hereby assigns to the Bank all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled.

19. In this Guarantee, any word importing the singular number shall include the plural, and without restricting the generality of the foregoing, where there is more than one undersigned any reference to the undersigned refers to each and every one of the undersigned, and any word importing a person shall include a corporation, partnership and any other entity.

20. If this Guarantee is executed by more than one party, the liability of each of the undersigned hereunder shall be joint and several.

21. This Guarantee shall extend to and enure to the benefit of the successors and assigns of the Bank, and shall be binding upon the undersigned and the respective heirs, executors, administrators, successors and assigns of each of the undersigned.

22. No invalidity, irregularity or unenforceability by reason of any bankruptcy or similar law or any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the liability of the Customer to the Bank or of any security therefor, shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

23. With respect to any portion of the indebtedness secured hereby which is payable in a currency other than Canadian currency (the "Foreign Currency Obligation"), the following provisions shall apply:

    (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "Foreign Currency") in such form as shall be customary at the time of payment for settlement of international payments in Vancouver, British Columbia without set-off, compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.

(b) The undersigned shall hold the Bank harmless from any loss incurred by the Bank arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof.

(c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Bank could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the undersigned in respect of any Foreign Currency Obligation due by it to the Bank hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Bank of any sum adjudged to be so due in Canadian dollars the Bank may in accordance with normal banking procedures purchase the Foreign Currency with Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Bank in the Foreign Currency the undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Bank against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Bank in the Foreign Currency the Bank agrees to remit such excess to the undersigned to the extent the undersigned is entitled thereto.

24. All the rights, powers and remedies of the Bank hereunder and under any other agreement now or at any time hereafter in force between the Bank and the undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Bank at law or in equity.

25. The undersigned by its signature of this Guarantee on the one hand and the Bank by making this Guarantee available to the undersigned on the other hand acknowledge having expressly required it to be drawn up in the English language. La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.

26. This Guarantee shall be construed in accordance with the laws of the Province of * Ontario _____ and shall be deemed to have been made in such Province and to be performed there, and the Courts of such Province shall have jurisdiction over all disputes which may arise under this Guarantee, provided that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

(insert Province where Customer's Account is kept)

If the undersigned becomes resident outside the Province referred to in this paragraph 26 then the undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph 26 in respect of any proceeding hereon. Service of any process upon the undersigned may be made by ordinary mail in an envelope addressed to the following address:

_____

_____

or in any other manner permitted by law.

27. If this Guarantee is to be construed in accordance with the laws of the province of Quebec and for all other purposes pursuant to which the interpretation of this Guarantee may be subject to the laws of the province of Quebec or a court or tribunal exercising jurisdiction in the province of Quebec: i) if more than one undersigned, each of the undersigned shall be solidarily liable with one another and with the Customer and hereby waives all benefits of division and discussion, ii) any "right of setoff" or similar expression shall include a "right of compensation", iii) an "agent" shall include a "mandatary", iv) "joint and several" and "jointly and severally" shall include "solidary" and "solidarily", and v) a "corporation" shall include a "company".

28. **Each of the undersigned hereby acknowledges that it has read the contents of the Guarantee, understands that the signing of this Guarantee involves joint and several financial responsibility on the part of the undersigned and has in no way whatsoever, directly or indirectly, sought, received or relied upon any representation or statement from or any agreement or undertaking with the Bank or any officer, employee or agent thereof.**

Given under seal at Mississauga, this 23 day of April, 2019.

Witness **Signature of Guarantor**

_____ _____ (Seal)

_____ _____ (Seal)

**[Where a Guarantor is a corporation, the corporate seal is to be affixed in the presence of its signing officer(s)]*

Corporate Guarantee*

2597370 ONTARIO INC.
(Name of Corporation) CS

(Signature of Authorized Signatory)

Vikram Dua - President
(Print name of Authorized Signatory)

_____
(Signature of Authorized Signatory)

_____
(Print name of Authorized Signatory)

For use in Alberta

THE GUARANTEES ACKNOWLEDGEMENT ACT
(Section 3)
CERTIFICATE

I hereby certify that:

1. _____(Guarantor's name)_____, the Guarantor in the Guarantee dated _____ made between _____ and **HSBC Bank Canada**, 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.

CERTIFIED by _____(Print name)_____, Barrister and Solicitor at the _____ _____ of _____, in the Province of Alberta, this _____ day of _____.

_____
Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

_____
(Signature of Guarantor)

This is Exhibit “E” referred to in the Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

PUYA J. FESHARAKI

HSBC

HSBC Bank Canada

GENERAL SECURITY AGREEMENT (Ontario)

This Agreement made as of the 23 day of April, 2019.

Between: LSI Wheels Inc. (hereinafter called the **'Debtor'**)

(Name of Debtor)

6855 Columbus Road, Mississauga, ON, L5T 2G9

(Address)

And: **HSBC Bank Canada** (hereinafter called the **'Bank'**)

4500 Highway 7, Suite 200, Woodbridge, ON, L4L 4Y7

(Address)

As continuing security for the payment and performance of all Indebtedness (as defined below), the Debtor hereby enters into this Agreement with the Bank for valuable consideration and as continuing security for the payment and performance of all indebtedness and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, matured or unmatured, of the Debtor to the Bank, whether as principal or surety or indemnifier, together with all expenses (including legal fees on a full indemnity basis) incurred by or on behalf of the Bank, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Bank in respect of such indebtedness, liabilities and interest thereon (all of which present and future indebtedness, liabilities, expenses and interest are herein collectively called the **"Indebtedness"**).

For the purposes of this Agreement:

"Business Day" means a day, (other than a Saturday, Sunday or statutory or civic holiday) upon which the Bank is open for business at the Branch of the Bank described above.

"Collateral" means all the present and future property, assets and undertaking of the Debtor mortgaged, charged, pledged, assigned, hypothecated, transferred or otherwise made subject to the Security Interest pursuant to this Agreement.

"Contractual Right" means any agreement, right, franchise, licence, authorization, approval, privilege or permit (a) to which the Debtor is now or hereafter becomes a party, (b) in which the Debtor now or hereafter has any interest or (c) of which the Debtor is or hereafter becomes a beneficiary.

"Credit Agreement" means the facility letter, commitment letter, credit agreement or other loan document, if any, between the Debtor and the Bank setting out the terms and conditions under which the Bank might provide loans or other credit to the Debtor, as it may be amended, extended, restated or replaced from time to time.

"Encumbrances" means any lien, charge, mortgage, security interest, hypothec, other encumbrance or adverse claim to any property, assets or undertaking.

"Intellectual Property" means all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Debtor now or in the future has any right, title or interest, including without limitation any industrial or intellectual property specifically listed or otherwise described in **Schedule "C"** hereto.

"Investment Collateral" means all present and future Investment Property (as such term is defined in the PPSA) and Financial Assets (as such term is defined in the STA) of the Debtor, including all present and future options and warrants of the Debtor and all other rights and entitlements arising therefrom or related thereto, and the Debtor's present and future interests in partnerships, limited partnerships, limited liability partnerships and limited liability companies, and including all substitutions for any of the foregoing and dividends and income derived therefrom or payable in connection therewith.

"Permitted Encumbrances" means any and all liens, charges, mortgages, security interests, hypothecs and other encumbrances which affect all or any portion of the Collateral and which have been consented to in writing by the Bank which, as at the date hereof, are the liens, charges, mortgages, security interests, hypothecs and other encumbrances (if any) listed in **Schedule "B"** hereto.

"**Person**" means as the context requires any individual, partnership, firm, company, corporation, unlimited liability corporation or other body corporate, government, governmental body, agency or trust.

"**PPSA**" means the *Personal Property Security Act* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

"**Receiver**" has the meaning provided for in Section 28 below.

"**Security Interest**" has the meaning provided for in Section 1 below.

"**STA**" means the *Securities Transfer Act, 2006* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

Unless otherwise defined herein, all other capitalized terms used herein shall have the meanings ascribed to them in the PPSA.

A. Grant of Security Interests

1. As continuing security for the payment and performance of all Indebtedness, the Debtor hereby mortgages, charges, pledges, assigns, hypothecates, transfers and grants a security interest (collectively, the "**Security Interest**") to the Bank in all of the Debtor's right, title and interest in and to its present and after-acquired property, assets and undertaking of whatsoever nature and kind and wherever situate, including:

   (a) all present and future Equipment of the Debtor, including all of its present and future machinery, fixtures, plant, tools, furniture, apparatus, plant furniture, fixtures, books, records, documents, vehicles of any nature, kind or description, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating to the forgoing;

   (b) all present and future Inventory of the Debtor of whatever kind and wherever situate, including all of its present and future raw materials, materials used or consumed in its business, work-in-progress, finished goods, goods used for packing and goods acquired or held for sale or lease or that have been leased or furnished or that are to be furnished under contracts of rental or service, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing;

   (c) all present and future Intangibles of the Debtor, including all of its present and future Accounts and other amounts receivable, book debts, all Contractual Rights, goodwill, Intellectual Property and choses in action of every nature and kind howsoever arising or secured including, without limitation, letters of credit, guarantees and advices of credit which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor;

   (d) all present and future Documents of Title, Chattel Paper, Instruments and Money of the Debtor;

   (e) all present and future Investment Collateral;

   (f) all present and future real property, personal property, assets, and undertaking of the Debtor of any nature or kind, including all real property, personal property, assets and undertaking at any time owned, leased or licenced by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor is or may at any time become entitled (other than the property, assets and undertaking of the Debtor validly pledged or assigned or subjected to a valid mortgage, charge, hypothec or Security Interest by subsection 1(a), (b), (c), (d) or (e) hereof and subject to the exceptions hereinafter contained); and

   (g) all Proceeds arising from the property, assets and undertaking of the Debtor referred to in this section 1, together with insurance proceeds and any other payment representing indemnity or compensation for loss of expropriation or damage thereto.

2. The Security Interest hereby created shall not extend or attach to: (i) any property held in trust by the Debtor and lawfully belonging to others; or (ii) any property of the Debtor that constitutes consumer goods for the personal use of the Debtor; or (iii) the last day of the term of any lease, (oral or written) or agreement therefor, now held or hereafter acquired by the Debtor, whether falling within the general or particular description of the Collateral, shall be excluded from the scope of the Security Interest but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of such term upon trust to assign or dispose of the same to any Person acquiring such term upon the enforcement of the Security Interest.

3. Despite any other provision of this Agreement, the Security Interest shall not attach to any Contractual Right to the extent that the granting of the Security Interest therein would constitute a breach of, or permit any Person to terminate such Contractual Right, but the Debtor shall hold its interest in each such Contractual Right in trust for the Bank and shall, after the Security Interest shall have become enforceable, specifically assign each such Contractual Right to the Bank, or as the Bank may otherwise direct. The Debtor agrees that it shall, upon the request of the Bank, whether before or after the Security Interest has become enforceable, use all commercially reasonable efforts to obtain any consent required to permit any such Contractual Right to be subjected to the Security Interest, and the Security Interest shall attach to such Contractual Right following the receipt of such consent.

4. Despite any other provision of this Agreement, the interests granted to the Bank pursuant to this Agreement in the Debtor's existing and after-acquired trademarks shall be limited to the Bank's Security Interests therein.

B. Attachment

5. The Debtor warrants and acknowledges that subject to the provisions of Sections 2 and 3 above the Debtor and the Bank intend the Security Interest in existing Collateral to attach upon the execution of this Agreement; that value has been given by the Bank to the Debtor; that the Debtor has rights in such existing Collateral; the Debtor and the Bank have not postponed the time for attachment of the Security Interest on existing Collateral and that the Security Interest shall attach to existing Collateral upon the execution of this Agreement and that the Debtor and the Bank intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Debtor acquires rights in such after acquired Collateral.

C. Investment Collateral

6. Whenever any Investment Collateral is a Security that is a Certificated Security, an Uncertificated Security or a Security Entitlement, the Debtor shall, or shall cause the issuer of such Investment Collateral to, or shall cause the securities intermediary that holds such Investment Collateral to, take all steps as are necessary to give exclusive control over such Investment Collateral to the Bank in a manner satisfactory to the Bank.

7. All certificates representing Investment Collateral may remain registered in the name of the Debtor, but the Debtor shall, promptly at the request of the Bank, duly endorse such certificates in blank for transfer or execute stock powers of attorney in respect thereof and deliver such certificates or powers of attorney to the Bank; in either case with signatures guaranteed and with all documentation being in form and substance satisfactory to the Bank. Upon the request of the Bank:

   (a) the Debtor shall promptly cause the Investment Collateral to be registered in the name of the Bank or its nominee, and the Bank is hereby appointed the irrevocable attorney (coupled with an interest) of the Debtor with full power of substitution to cause any or all of the Investment Collateral to be registered in the name of the Bank or its nominee;

   (b) the Debtor shall promptly cause each securities intermediary that holds any Investment Collateral that is a Security Entitlement to record the Bank as the entitlement holder of such Investment Collateral; and

   (c) the Debtor shall promptly:

      (i) cause a Security Certificate to be issued for any Investment Collateral that is in the form of an Uncertificated Security or a Security Entitlement;

      (ii) endorse such Security Certificate in blank;

      (iii) deliver such Security Certificate to the Bank; and

      (iv) take all other steps necessary to give exclusive control over such Certificated Security to the Bank, in a manner satisfactory to the Bank.

8. Until further notice is given by the Bank to the Debtor terminating such rights of the Debtor, the Debtor shall be entitled to exercise all voting rights attached to the Investment Collateral and give consents, waivers and ratifications in respect thereof; provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of the Bank or which would have the effect of reducing the value of the Investment Collateral as security for the Indebtedness, or imposing any restriction on the transferability of any of the Investment Collateral. All such rights of the Debtor to vote and give consents, waivers and ratifications shall cease immediately upon receipt by the Debtor of such notice by the Bank.

9. All dividends, distributions, interest and other income in respect of Investment Collateral and all proceeds received by the Debtor in respect of Investment Collateral may be received by the Debtor in the ordinary course and distributed in the ordinary course to the Debtor's shareholder or shareholders until further notice by the Bank. Upon receipt by the Debtor of such notice, the Debtor shall not be entitled to retain or distribute to its shareholder or shareholders any such dividends, distributions, interest or other income or proceeds and, if any such amounts are received by the Debtor after the Debtor receives such notice by the Bank, the Debtor shall hold such amounts in trust, as trustee for the Bank, and the Debtor shall forthwith pay such amounts to the Bank, to be applied to reduce the Indebtedness or, at the option of the Bank, to be held as additional security for the Indebtedness.

10. The responsibility of the Bank in respect of any Investment Collateral held by the Bank shall be limited to exercising the same degree of care which it gives valuable property of the Bank at the Bank's office where such Investment Collateral is held. The Bank shall not be bound under any circumstances to realize on any Investment Collateral or allow any Investment Collateral to be sold, or exercise any option or right attaching thereto, or be responsible for any loss occasioned by any sale of Investment Collateral or by the retention or other refusal to sell the same; nor shall the Bank be obliged to collect or see to the payment of interest or dividends thereon but, subject to section 9, all such interest and dividends, if and when received by the Debtor, shall be held by the Debtor in trust for the Bank and shall be forthwith paid to the Bank.

D. Representations and Warranties of Debtor

11. The Debtor hereby represents and warrants to the Bank that:

(a) the Debtor has the capacity and authority to incur the Indebtedness, to create the Security Interest and to execute and deliver and perform its obligations under this Agreement;

(b) the execution and delivery of this Agreement and the performance by the Debtor of its obligations hereunder (including, without limitation, the repayment of the Indebtedness) have been duly authorized by all necessary proceedings;

(c) this Agreement constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;

(d) the Collateral is genuine and except for the Security Interest and any Permitted Encumbrances, the Collateral is owned by the Debtor free from any mortgage, charge, lien, pledge, security interest or other encumbrance or claim whatsoever;

(e) the jurisdiction in which the Debtor is located for purposes of the PPSA and under which the Debtor is incorporated, continued, amalgamated or otherwise organized is the Province or Territory identified in **Schedule "A"** of this Agreement;

(f) the Debtor does not keep tangible Collateral at any location(s) except the location(s) listed in **Schedule "A"** hereto other than tangible Collateral in transit to or from such locations;

(g) the Debtor has made all necessary filings, registrations and recordations to protect all of its right, title and interest in the presently held Intellectual Property including all relevant renewals; and all such filings, registrations and recordations have been duly and properly made and are in full force and effect and are not subject to dispute by any governmental authority or agency;

(h) all Contractual Rights relating to or affecting the presently held Intellectual Property are in good standing;

(i) the Debtor owns directly or is entitled to use by Contractual Right or otherwise all of the presently held Intellectual Property;

(j) no litigation is pending or threatened which contains allegations respecting the validity, enforceability, infringement or ownership of any of the Intellectual Property, including any of right, title or interest of the Debtor in the presently held Intellectual Property;

(k) **Schedule "C"** hereto contains a complete and accurate list of all of the presently registered Intellectual Property of the Debtor, including all registered patents, trademarks and copyrights of the Debtor; and

(l) the Debtor has no Contractual Right which, because of the granting of the Security Interest therein, would be breached or could be terminated, except for any such Contractual Rights if any, identified to the Bank in writing, which schedule contains an accurate description of all such Contractual Rights, the parties thereto, and any provisions thereof which would be so breached or which would result in such a termination right.

E. Covenants and Agreements of Debtor

12. The Debtor hereby covenants and agrees with the Bank that at all times while this Agreement remains in effect, it shall:

(a) pay or perform the Indebtedness when due;

(b) not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise (provided however that the Inventory of the Debtor may be sold or disposed of in the ordinary course of the Debtor's business and for the purpose of carrying on the same) and if the amounts on or in respect of the Collateral or Proceeds thereof shall be paid to the Debtor, the Debtor shall receive the same in trust for the Bank and forthwith pay over the same to the Bank upon request;

(c) not without the prior written consent of the Bank create or permit any Encumbrances upon or assign or transfer as security or pledge or hypothecate as security the Collateral except to the Bank;

(d) at all times have and maintain insurance over the Collateral against risks of fire (including extended coverage), theft, and such risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions. In the event that the Debtor fails to pay all premiums and other sums payable in accordance with the foregoing insurance provision, the Bank may make such payments to be repayable by the Debtor on demand and any such payments made by the Bank shall comprise part of the Indebtedness and be secured hereby;

(e) keep the Collateral in good condition and repair according to the nature and description thereof, and the Bank may, whenever it deems necessary, either in person or by agent, inspect the Collateral and the reasonable cost of such inspection shall be paid by

the Debtor and comprise part of the Indebtedness and be secured hereby and the Bank may make repairs as it deems necessary and the cost thereof shall be paid by the Debtor and comprise part of the Indebtedness and be secured hereby;

(f) duly pay all taxes, rates, levies, assessments and other impositions and charges of every nature and kind which may now or hereafter be lawfully levied, assessed or imposed on or in respect of the Debtor or the Collateral (or any of it), including those which could result in the creation of a statutory lien or deemed trust or other Encumbrance affecting the Debtor or the Collateral, as and when the same become due and payable;

(g) permit the Bank, at any time, whether before or after the Security Interest shall have become enforceable, to notify any account debtor of the Debtor of the Security Interest, require such account debtor to make payment to the Bank, take control of any Proceeds of Collateral and may hold all amounts received from any account debtor and any Proceeds as part of the Collateral and as security for the Indebtedness;

(h) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral, including all filings, registrations and recordations necessary or desirable in respect of patents, trade-marks, copyrights and industrial designs included in the Intellectual Property;

(i) defend the Collateral against any actions, claims and demands of any Person (other than the Bank) claiming the Collateral (or any of it) or an interest therein;

(j) maintain its corporate existence and file or cause to be filed any returns, documents or other information necessary to preserve such corporate existence;

(k) notify the Bank of any loss or damage to the Collateral, any change in any information provided in this Agreement (including the schedules hereto) or any actual or potential claim or Encumbrance affecting the Debtor, the Collateral or the Security Interest;

(l) prevent any Collateral from becoming an accession to any personal property not subject to the Security Interest, or becoming affixed to any real property;

(m) deliver to the Bank, at the Bank's request, duly endorsed and/or accompanied by such assignments, transfers, powers of attorney or other documents as the Bank may request, all items of the Collateral comprising Chattel Paper, Instruments, Investment Collateral and Documents of Title;

(n) pay, on demand by the Bank, all costs and expenses (including all legal fees on a full indemnity basis) incurred by the Bank in the preparation, perfection, administration and enforcement of this Agreement (including expenses incurred in considering, protecting or improving the Bank's position, or attempting to do so, whether before or after default) and all such costs and expenses shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest;

(o) preserve the Debtor's rights, powers, licences, privileges, franchises and goodwill, comply with all applicable laws, regulations and orders (including environmental laws, regulations and orders) affecting the Debtor or the Collateral and conduct its business in a proper and efficient manner so as to protect the Collateral, the Security Interest and the business and undertaking of the Debtor;

(p) without limiting the generality of any of the forgoing, perform all covenants required of the Debtor under any Contractual Right relating to or affecting the Intellectual Property (or any of it), including promptly paying all required fees, royalties and taxes, to maintain each and every item of Intellectual Property in full force and effect, and vigorously protect, preserve and maintain all of the value of, and all of the right, title and interest of the Debtor in, all Intellectual Property, by way of the prosecution of or defence against suits concerning the validity, infringement, enforceability or ownership of the Intellectual Property (or any of it) or otherwise; and

(q) give the Bank at least 10 Business Days advance notice in writing of any proposed change to the Debtor's name, location, or its governing jurisdiction.

13. The Debtor shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, transfer, assignment, assurance, document or instrument as the Bank may reasonably require for the better granting, mortgaging, charging, assigning, hypothecating and transferring unto the Bank the property, assets and undertaking hereby subjected or intended to be subject to the Security Interest or which the Debtor may hereafter become bound to mortgage, charge, assign, hypothec, transfer or subject to the Security Interest in favour of the Bank for the better accomplishing and effectuating of this Agreement and the provisions contained herein and each and every officer of the Bank is irrevocably appointed, coupled with an interest, to execute in the name and on behalf of the Debtor any document or instrument for the said purposes.

14. The Debtor shall permit the Bank at any time, either in person or by agent, to inspect the Debtor's books and records pertaining to the Collateral. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request including, without limitation, lists of Inventory and Equipment and lists of Accounts showing the amounts owing upon each Account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the Accounts.

15. The Debtor acknowledges and agrees that:

(a) in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term 'Debtor' when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, that this Agreement shall continue in full force and effect and shall be binding on the amalgamated corporation, such that the Security Interest granted hereby:

(i) shall continue to charge all Collateral of the Debtor and extend and attach to 'Collateral' (as that term is herein defined) owned by each of the other amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any 'Collateral' thereafter owned or acquired by the amalgamated corporation; and

(ii) shall continue to secure the 'Indebtedness' (as that term is herein defined) of each of the amalgamating corporations including the Debtor and the amalgamated corporation to the Bank at the time of amalgamation and any 'Indebtedness' of the amalgamated corporation to the Bank thereafter arising.

(b) The term "**Indebtedness**" shall include all such Indebtedness of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(c) The term "**Collateral**" shall include all such property, assets and undertaking of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(d) All defined terms and other provisions of this Agreement shall be deemed to have been amended to reflect such amalgamation, to the extent required by the context.

(e) The parties agree to execute and deliver all such further documents and assurances as may be necessary or desirable in connection with the foregoing.

F. Default

16. Without prejudice to any right which the Bank may now or hereafter have to demand payment of any of the Indebtedness at any time, the Indebtedness shall, at the option of the Bank, become payable and the Security Interest shall become enforceable in each and every of the following events:

(a) if the Debtor defaults in the payment of any of the Indebtedness when due;

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

(c) if there occurs an Event of Default (as defined by the Credit Agreement) or if the Debtor defaults in the observance or performance of any covenant, written agreement or undertaking heretofore or hereafter given by the Debtor to the Bank, whether contained herein or not;

(d) if an order is made or a resolution passed for the winding-up, liquidation or dissolution of the Debtor, or if a petition is presented or filed for the winding-up of the Debtor, whether pursuant to the *Winding-up and Restructuring Act* (Canada) or otherwise;

(e) if the Debtor ceases or threatens to cease to carry on business or makes a bulk sale of its assets, or if a Receiver or trustee for the Debtor or any of its property or assets is appointed (whether privately or by court order);

(f) if the Debtor becomes insolvent or commits or threatens to commit any act of bankruptcy or if the Debtor makes an assignment or proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy or if a bankruptcy petition is filed or presented against the Debtor or if the Debtor otherwise becomes subject to proceedings under the *Bankruptcy and Insolvency Act* (Canada), *Companies' Creditors Arrangement Act* (Canada), the *Winding Up and Restructuring Act*, the or any other bankruptcy, insolvency or analogous law in any jurisdiction for relief as a debtor;

(g) if any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or if the Debtor seeks relief or consents to the filing of a petition against it under any law which involves any compromise of any creditor's rights against the Debtor;

(h) if an execution or any other process of any court becomes enforceable against the Debtor or if a distress or analogous process is initiated or levied against or upon the Collateral or any part thereof;

(i) if the Debtor permits any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge on any Collateral in priority to the Security Interest to remain unpaid after proceedings have been taken to enforce such charge;

(j) if any representation or warranty made by the Debtor or any of its officers, employees or agents to the Bank shall be false or inaccurate in any material respect;

(k) if the Debtor defaults in the observance or performance of any provision relating to the indebtedness or liability of the Debtor to any creditor or other Person, other than the Bank, and thereby enables such creditor or other Person to demand payment of such indebtedness; or

(l) if any licence, permit or approval required by any law, regulation or governmental policy or any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled.

17. The Bank may in writing waive any breach by the Debtor of any of the provisions contained herein or any default by the Debtor in the observance or performance of any covenant or condition required by the Bank to be observed or performed by the Debtor; provided that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom.

G. Remedies of the Bank

18. Whenever the Security Interest shall have become enforceable as described in Section 16 above, and so long as it shall remain enforceable, the Bank may proceed to realize the Security Interest and the Collateral and to enforce its rights by doing any one or more of the following:

(a) entering upon the Collateral and any lands and premises where any Collateral is or may be located;

(b) taking possession of Collateral by any method permitted by law;

(c) occupying any lands and premises owned or occupied by the Debtor and using all or any part of such lands and premises and the Equipment and other Collateral located thereon;

(d) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Collateral;

(e) collecting, selling or otherwise dealing with any Accounts or other amounts receivable of the Debtor, including notifying any person obligated to the Debtor in respect of an Account, Chattel Paper, Investment Collateral or Instrument to make payment to the Bank of all present and future amounts due thereon;

(f) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Bank shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Bank shall be added to the Indebtedness and shall be secured by the Security Interest;

(g) collecting any rents, income, and profits received in connection with the business of the Debtor or the Collateral, without carrying on such business;

(h) exercising all voting rights attached to any Collateral constituting Investment Collateral (whether or not registered in the name of the Bank or its nominee) and giving or withholding all consents, waivers and ratifications in respect thereof and otherwise acting with respect thereto as though it were the absolute owner thereof;

(i) exercising any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any Collateral constituting Investment Collateral as if it were the absolute owner thereof including the right to exchange at its sole discretion any and all of such Investment Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer thereof, or upon the exercise by any issuer of any right, privilege or option pertaining to any such Investment Collateral, and in connection therewith, to deposit and deliver any such Investment Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine in its sole discretion, all without liability except to account for property actually received by it;

(j) complying with any limitation or restriction in connection with any proposed sale or other disposition of Collateral constituting Investment Collateral as may be necessary in order to comply with applicable law or regulation or any policy imposed by any stock exchange, securities commission or other governmental or regulatory authority or official, and the Debtor agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, and the Bank shall not be liable or accountable to the Debtor for any discount in the sale price of any such Investment Collateral which may be given by reason of the fact that such Investment Collateral are sold in compliance with any such limitation or restriction;

(k) carrying on the business of the Debtor or any portion thereof;

(l) exercising any and all of the rights and remedies granted pursuant to the PPSA and any other applicable legislation, or otherwise available at law or in equity including by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity;

(m) demanding, commencing, continuing or defending any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and giving valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the accounts or other amounts receivable of the Debtor or any other obligation of any third party to the Debtor;

(n) borrowing money for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Debtor, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;

(o) accepting the Collateral in satisfaction of the Indebtedness;

(p) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;

(q) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof; and

(r) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.

19. Any Receiver appointed by the Bank may be any Person or Persons (including one or more officers or employees of the Bank), and the Bank may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Bank provided in this Agreement including, without limitation, the power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, further charge the Collateral in priority to the Security Interests as security for money so borrowed, and sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine. The Bank shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of any lands and premises of the Debtor and in carrying on the Debtor's business, unless the Bank expressly specifies in writing that the Receiver shall be agent for the Bank for one or more purposes. Without limiting the generality of the forgoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Bank as the Bank may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Bank acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.

20. Without limiting the ability of the Bank or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor to the fullest extent permitted by applicable law. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Bank or any Receiver appointed by the Bank may, in its sole discretion, deem advantageous and may take place whether or not the Bank or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Bank.

21. The Bank shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.

22. No right, power or remedy of the Bank (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.

23. The Debtor agrees, without diminishing the covenant in section 12(n) above, and in furtherance thereof, to pay to the Bank, forthwith on demand by the Bank, all costs and expenses incurred by the Bank in connection with the exercise by the Bank of its rights, powers and remedies hereunder, including:

(a) any costs and expenses incurred by the Bank in taking, holding, moving, storing, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;

(b) any legal fees and expenses incurred by the Bank in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Indebtedness;

(c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and

(d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Bank (including any legal fees and expenses incurred by any such Receiver, agent or consultant).

All such sums shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest.

24. Any and all payments made in respect of the Indebtedness from time to time and moneys realized from any Collateral (including moneys realized on any enforcement of this Agreement) may be applied to such part or parts of the Indebtedness as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit and to re-apply the same on any other part or parts of the Indebtedness as the Bank may see fit, notwithstanding any previous application by whomsoever made.

25. The Debtor shall remain liable for all Indebtedness that is outstanding following realization of all or any part of the Collateral.

26. The Bank may pay the whole or any part of any liens, taxes, rates, charges or Encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Indebtedness, shall bear interest at the highest rate applicable to the Indebtedness, and shall be secured by the Security Interest. Whenever the Bank pays any such lien, tax, rate, charge or Encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

27. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this Agreement, the Bank may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Bank will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Bank incurred in connection with any such performance or compliance shall be payable by the Debtor to the Bank on demand, form part of the Indebtedness, bear interest at the highest rate applicable to the Indebtedness and be secured by the Security Interest.

28. The term 'Receiver' as used in this Agreement includes a receiver and manager, a receiver, a liquidator, a custodian, monitor, or consultant whether appointed by the Bank by instrument in writing or appointed pursuant to a court order.

H. Rights of the Bank

29. The Debtor grants to the Bank the right to set off against any and all accounts, credits or balances maintained by it with the Bank, the aggregate amount of any of the Indebtedness (or any portion thereof) when the same shall become due and payable whether at maturity, upon acceleration of maturity thereof or otherwise.

30. The Bank, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from and may otherwise deal with the Debtor and all other Persons and securities as the Bank may see fit.

31. The Bank may, without the consent of the Debtor, assign, transfer and deliver any of the Indebtedness, or the Security Interests, or any security or any documents or instruments held by the Bank in respect thereof to any transferee provided that no such assignment, transfer or delivery shall release the Debtor from any of the Indebtedness; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or Indebtedness hereunder without the prior written consent of the Bank.

I. Miscellaneous

32. This Agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document or instrument now or hereafter held by the Bank or existing at law in equity or by statute. This Agreement is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Indebtedness shall be at any time or from time to time fully satisfied or paid.

33. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness of the Debtor to the Bank.

34. This Agreement shall be binding upon the Debtor and its heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Debtor and shall enure to the benefit of the Bank and its successors and assigns.

35. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this Agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.

36. The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

37. Any notice, demand, statement or other communication permitted or required to be given hereunder shall be in writing and may be effectively given by delivering it to the address(es) hereinafter set forth or by sending the same by facsimile to such address(es). Any notice, demand or other communication so given prior to 5:00 p.m. (Toronto time) on a Business Day by personal delivery or by fax shall be deemed to have been given, received and made on such Business Day and if so given after 5:00 p.m. (Toronto time) on a Business Day or a day which is not a Business Day, such notice, demand, statement or other communication shall be deemed to have been given, received and made on the next following Business Day. The addresses of the parties for the purposes hereof shall be:

(a) in the case of the Bank, addressed as follows:

HSBC Bank Canada
4500 Highway 7, Suite 200, Mississauga, ON L4L 4Y7

Attention John Rudnick
Fax Number: 905-264-8615

(b) in the case of the Debtor, addressed as follows:

LSI Wheels Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention Vikram Dua
Fax Number:

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

38. Where any provision or remedy contained or referred to in this Agreement is prohibited, modified or altered by the laws of any Province or Territory of Canada which governs that aspect of this Agreement and the provision or remedies may be waived or excluded by the Debtor in whole or in part, the Debtor hereby waives and excludes such provision to the fullest extent permissible by applicable law.

39. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of legal proceedings this Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this Agreement and the Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Debtor in the Courts of any other Province, country or jurisdiction.

40. References such as "**this Agreement**", "**hereof**", "**herein**", "**hereto**" and like references refer to this Agreement and any schedules, exhibits or appendices attached hereto from time to time, or described as comprising a part of this Agreement (all of which schedules, exhibits and appendices form a part of this Agreement) and not to any particular section, subsection, paragraph or other subdivision of this Agreement.

41. The word "**Debtor**", the personal pronoun "**it**" or "**its**" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "**successors**" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter).

42. Nothing herein (including the definition and use of the term Permitted Encumbrances) is intended or shall be deemed to subordinate the Security Interest to any Permitted Encumbrance or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.

43. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the determination, consent or approval of the Bank or is to be acceptable to the Bank, such determination, consent, approval or determination of acceptability will be in the sole discretion of the Bank, which means the Bank shall have sole and unfettered discretion, without any obligation to act reasonably. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "**including, without limitation**" and the use of the term "**includes**" shall mean "**includes, without limitation**".

44. In the event that any day, on or before which any action is required to be taken hereunder, is not a Business Day, then such action shall be required to be taken on or before the first Business Day immediately thereafter.

45. Time shall be of the essence of this Agreement.

46. Upon full, final and indefeasible payment and fulfillment by the Debtor, its successors or permitted assigns, of all Indebtedness and provided that the Bank is then under no obligation (conditional or otherwise) to make any further loans, advances or extend any other type of credit to the Debtor or to any other Person, the payment of which is secured, directly or indirectly, by this Agreement, the Bank shall, upon request in writing by the Debtor, delivered to the Bank at the Bank's address as set out in section 37 hereof and at the Debtor's expense, discharge this Agreement.

47. The Bank may in writing (and not otherwise) waive any default by the Debtor in the observance or performance of any provision of this Agreement; provided that no waiver by the Bank shall extend to or be taken in any manner whatsoever to affect any subsequent default, whether of the same or a different nature, or the rights resulting therefrom.

48. The Debtor agrees that the Bank may from time to time provide information concerning this Agreement (including a copy hereof), the Collateral and the Indebtedness to any Person the Bank in good faith believes is entitled thereto pursuant to applicable law.

49. The Debtor acknowledges having received an original executed copy of this Agreement and hereby waives, to the fullest extent permitted by applicable law, receipt of a copy of any financing statement or financing change statement filed at any time in respect of this Agreement or any verification statement in respect of the same.

50. This Agreement and any amendment, supplement, restatement or termination may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Any party hereto may deliver an executed copy of this Agreement by facsimile to the other parties hereto provided that in such event that party shall promptly deliver to the other parties hereto an originally executed copy of this Agreement.

51. The Debtor by its signature of this Agreement on the one hand and the Bank by making this Agreement available to the Debtor on the other hand acknowledge having expressly required it to be drawn up in the English language. *La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.*

This Agreement has been duly executed by the Debtor on the 23 day of April, 2019.

FOR A CORPORATION

LSI WHEELS INC.
(Full Legal Name of Corporation)

Per: _____
(Authorized Signatory)

Name: Vikram Dua

Title: President

Per: _____
(Authorized Signatory)

Name: _____

Title: _____

C/S

FOR AN INDIVIDUAL

Witness:

_____
Signature of Witness

Name: _____

Address: _____

Debtor:

_____ l/s
Signature of Debtor

Name: _____

Address: _____

Full Name and Address *For Individual, insert first given name, initial of second given name, if any, then surname.*	**Date of Birth** *MM/DD/YY*			**Sex** *M/F*

Schedule 'A'

Location of the Debtor:
[NOTE: List all Provinces and/or Territories of: (i) the Debtor's incorporation, amalgamation or other organization; and (ii) the Debtor's places of business.]

6855 Columbus Road
Mississauga, ON

Locations of Collateral:
[NOTE: List all municipal addresses and Provinces and/or Territories in which any of the Collateral is located.]

6855 Columbus Road
Mississauga, ON

Schedule 'B'

Permitted Encumbrances:

"**Permitted Encumbrances**" includes:

(a) liens for taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(b) undetermined or inchoate liens, rights of distress, and charges incidental to current operations which have not at such time been filed or exercised and of which the Lender has not been given notice, or which relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(c) Encumbrances resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workmen's compensation, unemployment insurance, surety or appeal bonds, or costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;

(d) security given to a public utility or any governmental authority when required by that utility or governmental authority in connection with the operations of the business in the ordinary course of its business;

(e) an Encumbrance, the value of which cannot exceed $50,000, created by a judgment of a court of competent jurisdiction, as long as that judgment is being contested diligently and in good faith by appropriate proceedings;

(f) an Encumbrance securing debt incurred to finance the acquisition of personal property, provided that: (i) it is created substantially simultaneously with the acquisition of such fixed assets; (ii) it does not at any time encumber any property other than the property financed by such debt and proceeds thereof; (iii) the amount of debt secured by it is not increased subsequent to that acquisition; and (iv) the principal amount of debt secured by it at no time exceeds 100% of the original purchase price of that property at the time it was acquired, and for the purposes of this definition the term "acquisition" shall include a capital lease, and the term "acquire" shall have a corresponding meaning; and

(g) Encumbrances registered under the PPSA existing as of the date hereof.

Sections 12.(c) and 12.(k) of this General Security Agreement do not apply to Permitted Encumbrances.

Schedule 'C'

Intellectual Property of Debtor:

GUIDELINES FOR COMPLETION OF GENERAL SECURITY AGREEMENT

1. **Governing Jurisdiction**

   This General Security Agreement (Ontario) is to be used if the Debtor is located in the Province of Ontario.

2. **Registration of Personal Property Financing Statements**

   PPSA Financing Statements must be registered in: (i) the Province of Ontario; and (ii) any other Province/Territory listed in Schedule "A" under Locations of Collateral.

3. **Debtor – Legal Entity**

   The Debtor is assumed to be a Corporation in the standard template. Where the Debtor is not a corporation but a partnership, use the following variations, in the signature blocks.

   General Partnership

   A partnership may be a general or a limited partnership. For a general partnership describe it by naming each partner, followed by the name of the partnership as follows:

   "X" and "Y" carrying on business in partnership as "P"

   The signature block is to be set out as follows:

   [Partner Name] and [Partner Name], carrying on business in partnership as [Partnership Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Limited Partnership

   A limited partnership is intended to create limited liability for the limited partners and therefore it carries on business by the actions of a general partner. The general partner is named after the reference to the name of the limited partnership:

   "X Limited Partnership" by its general partner, "GP"

   The signature block is to be set out as follows:

   [Limited Partnership Name], by its general partner.
   [General Partner Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Trust

   Where the Debtor is a trust, use the following signature block and describe the trust using its full legal name:

   [Name of Trust], by its authorized trustees

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

HSBC

HSBC Bank Canada

GENERAL SECURITY AGREEMENT (Ontario)

This Agreement made as of the 23 day of April, 2019.

Between: LSI World Inc. (hereinafter called the **'Debtor')**

(Name of Debtor)

6855 Columbus Road, Mississauga, ON, L5T 2G9

(Address)

And: **HSBC Bank Canada** (hereinafter called the **'Bank')**

4500 Highway 7, Suite 200, Woodbridge, ON, L4L 4Y7

(Address)

As continuing security for the payment and performance of all Indebtedness (as defined below), the Debtor hereby enters into this Agreement with the Bank for valuable consideration and as continuing security for the payment and performance of all indebtedness and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, matured or unmatured, of the Debtor to the Bank, whether as principal or surety or indemnifier, together with all expenses (including legal fees on a full indemnity basis) incurred by or on behalf of the Bank, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Bank in respect of such indebtedness, liabilities and interest thereon (all of which present and future indebtedness, liabilities, expenses and interest are herein collectively called the "**Indebtedness**").

For the purposes of this Agreement:

"**Business Day**" means a day, (other than a Saturday, Sunday or statutory or civic holiday) upon which the Bank is open for business at the Branch of the Bank described above.

"**Collateral**" means all the present and future property, assets and undertaking of the Debtor mortgaged, charged, pledged, assigned, hypothecated, transferred or otherwise made subject to the Security Interest pursuant to this Agreement.

"**Contractual Right**" means any agreement, right, franchise, licence, authorization, approval, privilege or permit (a) to which the Debtor is now or hereafter becomes a party, (b) in which the Debtor now or hereafter has any interest or (c) of which the Debtor is or hereafter becomes a beneficiary.

"**Credit Agreement**" means the facility letter, commitment letter, credit agreement or other loan document, if any, between the Debtor and the Bank setting out the terms and conditions under which the Bank might provide loans or other credit to the Debtor, as it may be amended, extended, restated or replaced from time to time.

"**Encumbrances**" means any lien, charge, mortgage, security interest, hypothec, other encumbrance or adverse claim to any property, assets or undertaking.

"**Intellectual Property**" means all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Debtor now or in the future has any right, title or interest, including without limitation any industrial or intellectual property specifically listed or otherwise described in **Schedule "C"** hereto.

"**Investment Collateral**" means all present and future Investment Property (as such term is defined in the PPSA) and Financial Assets (as such term is defined in the STA) of the Debtor, including all present and future options and warrants of the Debtor and all other rights and entitlements arising therefrom or related thereto, and the Debtor's present and future interests in partnerships, limited partnerships, limited liability partnerships and limited liability companies, and including all substitutions for any of the foregoing and dividends and income derived therefrom or payable in connection therewith.

"**Permitted Encumbrances**" means any and all liens, charges, mortgages, security interests, hypothecs and other encumbrances which affect all or any portion of the Collateral and which have been consented to in writing by the Bank which, as at the date hereof, are the liens, charges, mortgages, security interests, hypothecs and other encumbrances (if any) listed in **Schedule "B"** hereto.

"**Person**" means as the context requires any individual, partnership, firm, company, corporation, unlimited liability corporation or other body corporate, government, governmental body, agency or trust.

"**PPSA**" means the *Personal Property Security Act* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

"**Receiver**" has the meaning provided for in Section 28 below.

"**Security Interest**" has the meaning provided for in Section 1 below.

"**STA**" means the *Securities Transfer Act, 2006* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

Unless otherwise defined herein, all other capitalized terms used herein shall have the meanings ascribed to them in the PPSA.

A. Grant of Security Interests

1. As continuing security for the payment and performance of all Indebtedness, the Debtor hereby mortgages, charges, pledges, assigns, hypothecates, transfers and grants a security interest (collectively, the "**Security Interest**") to the Bank in all of the Debtor's right, title and interest in and to its present and after-acquired property, assets and undertaking of whatsoever nature and kind and wherever situate, including:

   (a) all present and future Equipment of the Debtor, including all of its present and future machinery, fixtures, plant, tools, furniture, apparatus, plant furniture, fixtures, books, records, documents, vehicles of any nature, kind or description, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating to the forgoing;

   (b) all present and future Inventory of the Debtor of whatever kind and wherever situate, including all of its present and future raw materials, materials used or consumed in its business, work-in-progress, finished goods, goods used for packing and goods acquired or held for sale or lease or that have been leased or furnished or that are to be furnished under contracts of rental or service, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing;

   (c) all present and future Intangibles of the Debtor, including all of its present and future Accounts and other amounts receivable, book debts, all Contractual Rights, goodwill, Intellectual Property and choses in action of every nature and kind howsoever arising or secured including, without limitation, letters of credit, guarantees and advices of credit which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor;

   (d) all present and future Documents of Title, Chattel Paper, Instruments and Money of the Debtor;

   (e) all present and future Investment Collateral;

   (f) all present and future real property, personal property, assets, and undertaking of the Debtor of any nature or kind, including all real property, personal property, assets and undertaking at any time owned, leased or licenced by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor is or may at any time become entitled (other than the property, assets and undertaking of the Debtor validly pledged or assigned or subjected to a valid mortgage, charge, hypothec or Security Interest by subsection 1(a), (b), (c), (d) or (e) hereof and subject to the exceptions hereinafter contained); and

   (g) all Proceeds arising from the property, assets and undertaking of the Debtor referred to in this section 1, together with insurance proceeds and any other payment representing indemnity or compensation for loss of expropriation or damage thereto.

2. The Security Interest hereby created shall not extend or attach to: (i) any property held in trust by the Debtor and lawfully belonging to others; or (ii) any property of the Debtor that constitutes consumer goods for the personal use of the Debtor; or (iii) the last day of the term of any lease, (oral or written) or agreement therefor, now held or hereafter acquired by the Debtor, whether falling within the general or particular description of the Collateral, shall be excluded from the scope of the Security Interest but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of such term upon trust to assign or dispose of the same to any Person acquiring such term upon the enforcement of the Security Interest.

3. Despite any other provision of this Agreement, the Security Interest shall not attach to any Contractual Right to the extent that the granting of the Security Interest therein would constitute a breach of, or permit any Person to terminate such Contractual Right, but the Debtor shall hold its interest in each such Contractual Right in trust for the Bank and shall, after the Security Interest shall have become enforceable, specifically assign each such Contractual Right to the Bank, or as the Bank may otherwise direct. The Debtor agrees that it shall, upon the request of the Bank, whether before or after the Security Interest has become enforceable, use all commercially reasonable efforts to obtain any consent required to permit any such Contractual Right to be subjected to the Security Interest, and the Security Interest shall attach to such Contractual Right following the receipt of such consent.

4. Despite any other provision of this Agreement, the interests granted to the Bank pursuant to this Agreement in the Debtor's existing and after-acquired trademarks shall be limited to the Bank's Security Interests therein.

B. Attachment

5. The Debtor warrants and acknowledges that subject to the provisions of Sections 2 and 3 above the Debtor and the Bank intend the Security Interest in existing Collateral to attach upon the execution of this Agreement; that value has been given by the Bank to the Debtor; that the Debtor has rights in such existing Collateral; the Debtor and the Bank have not postponed the time for attachment of the Security Interest on existing Collateral and that the Security Interest shall attach to existing Collateral upon the execution of this Agreement and that the Debtor and the Bank intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Debtor acquires rights in such after acquired Collateral.

C. Investment Collateral

6. Whenever any Investment Collateral is a Security that is a Certificated Security, an Uncertificated Security or a Security Entitlement, the Debtor shall, or shall cause the issuer of such Investment Collateral to, or shall cause the securities intermediary that holds such Investment Collateral to, take all steps as are necessary to give exclusive control over such Investment Collateral to the Bank in a manner satisfactory to the Bank.

7. All certificates representing Investment Collateral may remain registered in the name of the Debtor, but the Debtor shall, promptly at the request of the Bank, duly endorse such certificates in blank for transfer or execute stock powers of attorney in respect thereof and deliver such certificates or powers of attorney to the Bank; in either case with signatures guaranteed and with all documentation being in form and substance satisfactory to the Bank. Upon the request of the Bank:

   (a) the Debtor shall promptly cause the Investment Collateral to be registered in the name of the Bank or its nominee, and the Bank is hereby appointed the irrevocable attorney (coupled with an interest) of the Debtor with full power of substitution to cause any or all of the Investment Collateral to be registered in the name of the Bank or its nominee;

   (b) the Debtor shall promptly cause each securities intermediary that holds any Investment Collateral that is a Security Entitlement to record the Bank as the entitlement holder of such Investment Collateral; and

   (c) the Debtor shall promptly:

      (i) cause a Security Certificate to be issued for any Investment Collateral that is in the form of an Uncertificated Security or a Security Entitlement;

      (ii) endorse such Security Certificate in blank;

      (iii) deliver such Security Certificate to the Bank; and

      (iv) take all other steps necessary to give exclusive control over such Certificated Security to the Bank, in a manner satisfactory to the Bank.

8. Until further notice is given by the Bank to the Debtor terminating such rights of the Debtor, the Debtor shall be entitled to exercise all voting rights attached to the Investment Collateral and give consents, waivers and ratifications in respect thereof; provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of the Bank or which would have the effect of reducing the value of the Investment Collateral as security for the Indebtedness, or imposing any restriction on the transferability of any of the Investment Collateral. All such rights of the Debtor to vote and give consents, waivers and ratifications shall cease immediately upon receipt by the Debtor of such notice by the Bank.

9. All dividends, distributions, interest and other income in respect of Investment Collateral and all proceeds received by the Debtor in respect of Investment Collateral may be received by the Debtor in the ordinary course and distributed in the ordinary course to the Debtor's shareholder or shareholders until further notice by the Bank. Upon receipt by the Debtor of such notice, the Debtor shall not be entitled to retain or distribute to its shareholder or shareholders any such dividends, distributions, interest or other income or proceeds and, if any such amounts are received by the Debtor after the Debtor receives such notice by the Bank, the Debtor shall hold such amounts in trust, as trustee for the Bank, and the Debtor shall forthwith pay such amounts to the Bank, to be applied to reduce the Indebtedness or, at the option of the Bank, to be held as additional security for the Indebtedness.

10. The responsibility of the Bank in respect of any Investment Collateral held by the Bank shall be limited to exercising the same degree of care which it gives valuable property of the Bank at the Bank's office where such Investment Collateral is held. The Bank shall not be bound under any circumstances to realize on any Investment Collateral or allow any Investment Collateral to be sold, or exercise any option or right attaching thereto, or be responsible for any loss occasioned by any sale of Investment Collateral or by the retention or other refusal to sell the same; nor shall the Bank be obliged to collect or see to the payment of interest or dividends thereon but, subject to section 9, all such interest and dividends, if and when received by the Debtor, shall be held by the Debtor in trust for the Bank and shall be forthwith paid to the Bank.

D. Representations and Warranties of Debtor

11. The Debtor hereby represents and warrants to the Bank that:

(a) the Debtor has the capacity and authority to incur the Indebtedness, to create the Security Interest and to execute and deliver and perform its obligations under this Agreement;

(b) the execution and delivery of this Agreement and the performance by the Debtor of its obligations hereunder (including, without limitation, the repayment of the Indebtedness) have been duly authorized by all necessary proceedings;

(c) this Agreement constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;

(d) the Collateral is genuine and except for the Security Interest and any Permitted Encumbrances, the Collateral is owned by the Debtor free from any mortgage, charge, lien, pledge, security interest or other encumbrance or claim whatsoever;

(e) the jurisdiction in which the Debtor is located for purposes of the PPSA and under which the Debtor is incorporated, continued, amalgamated or otherwise organized is the Province or Territory identified in **Schedule "A"** of this Agreement;

(f) the Debtor does not keep tangible Collateral at any location(s) except the location(s) listed in **Schedule "A"** hereto other than tangible Collateral in transit to or from such locations;

(g) the Debtor has made all necessary filings, registrations and recordations to protect all of its right, title and interest in the presently held Intellectual Property including all relevant renewals; and all such filings, registrations and recordations have been duly and properly made and are in full force and effect and are not subject to dispute by any governmental authority or agency;

(h) all Contractual Rights relating to or affecting the presently held Intellectual Property are in good standing;

(i) the Debtor owns directly or is entitled to use by Contractual Right or otherwise all of the presently held Intellectual Property;

(j) no litigation is pending or threatened which contains allegations respecting the validity, enforceability, infringement or ownership of any of the Intellectual Property, including any of right, title or interest of the Debtor in the presently held Intellectual Property;

(k) **Schedule "C"** hereto contains a complete and accurate list of all of the presently registered Intellectual Property of the Debtor, including all registered patents, trademarks and copyrights of the Debtor; and

(l) the Debtor has no Contractual Right which, because of the granting of the Security Interest therein, would be breached or could be terminated, except for any such Contractual Rights if any, identified to the Bank in writing, which schedule contains an accurate description of all such Contractual Rights, the parties thereto, and any provisions thereof which would be so breached or which would result in such a termination right.

E. Covenants and Agreements of Debtor

12. The Debtor hereby covenants and agrees with the Bank that at all times while this Agreement remains in effect, it shall:

(a) pay or perform the Indebtedness when due;

(b) not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise (provided however that the Inventory of the Debtor may be sold or disposed of in the ordinary course of the Debtor's business and for the purpose of carrying on the same) and if the amounts on or in respect of the Collateral or Proceeds thereof shall be paid to the Debtor, the Debtor shall receive the same in trust for the Bank and forthwith pay over the same to the Bank upon request;

(c) not without the prior written consent of the Bank create or permit any Encumbrances upon or assign or transfer as security or pledge or hypothecate as security the Collateral except to the Bank;

(d) at all times have and maintain insurance over the Collateral against risks of fire (including extended coverage), theft, and such risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions. In the event that the Debtor fails to pay all premiums and other sums payable in accordance with the foregoing insurance provision, the Bank may make such payments to be repayable by the Debtor on demand and any such payments made by the Bank shall comprise part of the Indebtedness and be secured hereby;

(e) keep the Collateral in good condition and repair according to the nature and description thereof, and the Bank may, whenever it deems necessary, either in person or by agent, inspect the Collateral and the reasonable cost of such inspection shall be paid by

the Debtor and comprise part of the Indebtedness and be secured hereby and the Bank may make repairs as it deems necessary and the cost thereof shall be paid by the Debtor and comprise part of the Indebtedness and be secured hereby;

(f) duly pay all taxes, rates, levies, assessments and other impositions and charges of every nature and kind which may now or hereafter be lawfully levied, assessed or imposed on or in respect of the Debtor or the Collateral (or any of it), including those which could result in the creation of a statutory lien or deemed trust or other Encumbrance affecting the Debtor or the Collateral, as and when the same become due and payable;

(g) permit the Bank, at any time, whether before or after the Security Interest shall have become enforceable, to notify any account debtor of the Debtor of the Security Interest, require such account debtor to make payment to the Bank, take control of any Proceeds of Collateral and may hold all amounts received from any account debtor and any Proceeds as part of the Collateral and as security for the Indebtedness;

(h) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral, including all filings, registrations and recordations necessary or desirable in respect of patents, trade-marks, copyrights and industrial designs included in the Intellectual Property;

(i) defend the Collateral against any actions, claims and demands of any Person (other than the Bank) claiming the Collateral (or any of it) or an interest therein;

(j) maintain its corporate existence and file or cause to be filed any returns, documents or other information necessary to preserve such corporate existence;

(k) notify the Bank of any loss or damage to the Collateral, any change in any information provided in this Agreement (including the schedules hereto) or any actual or potential claim or Encumbrance affecting the Debtor, the Collateral or the Security Interest;

(l) prevent any Collateral from becoming an accession to any personal property not subject to the Security Interest, or becoming affixed to any real property;

(m) deliver to the Bank, at the Bank's request, duly endorsed and/or accompanied by such assignments, transfers, powers of attorney or other documents as the Bank may request, all items of the Collateral comprising Chattel Paper, Instruments, Investment Collateral and Documents of Title;

(n) pay, on demand by the Bank, all costs and expenses (including all legal fees on a full indemnity basis) incurred by the Bank in the preparation, perfection, administration and enforcement of this Agreement (including expenses incurred in considering, protecting or improving the Bank's position, or attempting to do so, whether before or after default) and all such costs and expenses shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest;

(o) preserve the Debtor's rights, powers, licences, privileges, franchises and goodwill, comply with all applicable laws, regulations and orders (including environmental laws, regulations and orders) affecting the Debtor or the Collateral and conduct its business in a proper and efficient manner so as to protect the Collateral, the Security Interest and the business and undertaking of the Debtor;

(p) without limiting the generality of any of the forgoing, perform all covenants required of the Debtor under any Contractual Right relating to or affecting the Intellectual Property (or any of it), including promptly paying all required fees, royalties and taxes, to maintain each and every item of Intellectual Property in full force and effect, and vigorously protect, preserve and maintain all of the value of, and all of the right, title and interest of the Debtor in, all Intellectual Property, by way of the prosecution of or defence against suits concerning the validity, infringement, enforceability or ownership of the Intellectual Property (or any of it) or otherwise; and

(q) give the Bank at least 10 Business Days advance notice in writing of any proposed change to the Debtor's name, location, or its governing jurisdiction.

13. The Debtor shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, transfer, assignment, assurance, document or instrument as the Bank may reasonably require for the better granting, mortgaging, charging, assigning, hypothecating and transferring unto the Bank the property, assets and undertaking hereby subjected or intended to be subject to the Security Interest or which the Debtor may hereafter become bound to mortgage, charge, assign, hypothec, transfer or subject to the Security Interest in favour of the Bank for the better accomplishing and effectuating of this Agreement and the provisions contained herein and each and every officer of the Bank is irrevocably appointed, coupled with an interest, to execute in the name and on behalf of the Debtor any document or instrument for the said purposes.

14. The Debtor shall permit the Bank at any time, either in person or by agent, to inspect the Debtor's books and records pertaining to the Collateral. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request including, without limitation, lists of Inventory and Equipment and lists of Accounts showing the amounts owing upon each Account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the Accounts.

15. The Debtor acknowledges and agrees that:

(a) in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term 'Debtor' when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, that this Agreement shall continue in full force and effect and shall be binding on the amalgamated corporation, such that the Security Interest granted hereby:

(i) shall continue to charge all Collateral of the Debtor and extend and attach to 'Collateral' (as that term is herein defined) owned by each of the other amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any 'Collateral' thereafter owned or acquired by the amalgamated corporation; and

(ii) shall continue to secure the 'Indebtedness' (as that term is herein defined) of each of the amalgamating corporations including the Debtor and the amalgamated corporation to the Bank at the time of amalgamation and any 'Indebtedness' of the amalgamated corporation to the Bank thereafter arising.

(b) The term "**Indebtedness**" shall include all such Indebtedness of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(c) The term "**Collateral**" shall include all such property, assets and undertaking of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(d) All defined terms and other provisions of this Agreement shall be deemed to have been amended to reflect such amalgamation, to the extent required by the context.

(e) The parties agree to execute and deliver all such further documents and assurances as may be necessary or desirable in connection with the foregoing.

F. Default

16. Without prejudice to any right which the Bank may now or hereafter have to demand payment of any of the Indebtedness at any time, the Indebtedness shall, at the option of the Bank, become payable and the Security Interest shall become enforceable in each and every of the following events:

(a) if the Debtor defaults in the payment of any of the Indebtedness when due;

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

(c) if there occurs an Event of Default (as defined by the Credit Agreement) or if the Debtor defaults in the observance or performance of any covenant, written agreement or undertaking heretofore or hereafter given by the Debtor to the Bank, whether contained herein or not;

(d) if an order is made or a resolution passed for the winding-up, liquidation or dissolution of the Debtor, or if a petition is presented or filed for the winding-up of the Debtor, whether pursuant to the *Winding-up and Restructuring Act* (Canada) or otherwise;

(e) if the Debtor ceases or threatens to cease to carry on business or makes a bulk sale of its assets, or if a Receiver or trustee for the Debtor or any of its property or assets is appointed (whether privately or by court order);

(f) if the Debtor becomes insolvent or commits or threatens to commit any act of bankruptcy or if the Debtor makes an assignment or proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy or if a bankruptcy petition is filed or presented against the Debtor or if the Debtor otherwise becomes subject to proceedings under the *Bankruptcy and Insolvency Act* (Canada), *Companies' Creditors Arrangement Act* (Canada), the *Winding Up and Restructuring Act*, the or any other bankruptcy, insolvency or analogous law in any jurisdiction for relief as a debtor;

(g) if any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or if the Debtor seeks relief or consents to the filing of a petition against it under any law which involves any compromise of any creditor's rights against the Debtor;

(h) if an execution or any other process of any court becomes enforceable against the Debtor or if a distress or analogous process is initiated or levied against or upon the Collateral or any part thereof;

(i) if the Debtor permits any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge on any Collateral in priority to the Security Interest to remain unpaid after proceedings have been taken to enforce such charge;

(j) if any representation or warranty made by the Debtor or any of its officers, employees or agents to the Bank shall be false or inaccurate in any material respect;

(k) if the Debtor defaults in the observance or performance of any provision relating to the indebtedness or liability of the Debtor to any creditor or other Person, other than the Bank, and thereby enables such creditor or other Person to demand payment of such indebtedness; or

(l) if any licence, permit or approval required by any law, regulation or governmental policy or any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled.

17. The Bank may in writing waive any breach by the Debtor of any of the provisions contained herein or any default by the Debtor in the observance or performance of any covenant or condition required by the Bank to be observed or performed by the Debtor; provided that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom.

G. Remedies of the Bank

18. Whenever the Security Interest shall have become enforceable as described in Section 16 above, and so long as it shall remain enforceable, the Bank may proceed to realize the Security Interest and the Collateral and to enforce its rights by doing any one or more of the following:

(a) entering upon the Collateral and any lands and premises where any Collateral is or may be located;

(b) taking possession of Collateral by any method permitted by law;

(c) occupying any lands and premises owned or occupied by the Debtor and using all or any part of such lands and premises and the Equipment and other Collateral located thereon;

(d) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Collateral;

(e) collecting, selling or otherwise dealing with any Accounts or other amounts receivable of the Debtor, including notifying any person obligated to the Debtor in respect of an Account, Chattel Paper, Investment Collateral or Instrument to make payment to the Bank of all present and future amounts due thereon;

(f) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Bank shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Bank shall be added to the Indebtedness and shall be secured by the Security Interest;

(g) collecting any rents, income, and profits received in connection with the business of the Debtor or the Collateral, without carrying on such business;

(h) exercising all voting rights attached to any Collateral constituting Investment Collateral (whether or not registered in the name of the Bank or its nominee) and giving or withholding all consents, waivers and ratifications in respect thereof and otherwise acting with respect thereto as though it were the absolute owner thereof;

(i) exercising any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any Collateral constituting Investment Collateral as if it were the absolute owner thereof including the right to exchange at its sole discretion any and all of such Investment Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer thereof, or upon the exercise by any issuer of any right, privilege or option pertaining to any such Investment Collateral, and in connection therewith, to deposit and deliver any such Investment Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine in its sole discretion, all without liability except to account for property actually received by it;

(j) complying with any limitation or restriction in connection with any proposed sale or other disposition of Collateral constituting Investment Collateral as may be necessary in order to comply with applicable law or regulation or any policy imposed by any stock exchange, securities commission or other governmental or regulatory authority or official, and the Debtor agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, and the Bank shall not be liable or accountable to the Debtor for any discount in the sale price of any such Investment Collateral which may be given by reason of the fact that such Investment Collateral are sold in compliance with any such limitation or restriction;

(k) carrying on the business of the Debtor or any portion thereof;

(l) exercising any and all of the rights and remedies granted pursuant to the PPSA and any other applicable legislation, or otherwise available at law or in equity including by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity;

(m) demanding, commencing, continuing or defending any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and giving valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the accounts or other amounts receivable of the Debtor or any other obligation of any third party to the Debtor;

(n) borrowing money for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Debtor, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;

(o) accepting the Collateral in satisfaction of the Indebtedness;

(p) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;

(q) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof; and

(r) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.

19. Any Receiver appointed by the Bank may be any Person or Persons (including one or more officers or employees of the Bank), and the Bank may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Bank provided in this Agreement including, without limitation, the power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, further charge the Collateral in priority to the Security Interests as security for money so borrowed, and sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine. The Bank shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of any lands and premises of the Debtor and in carrying on the Debtor's business, unless the Bank expressly specifies in writing that the Receiver shall be agent for the Bank for one or more purposes. Without limiting the generality of the forgoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Bank as the Bank may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Bank acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.

20. Without limiting the ability of the Bank or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor to the fullest extent permitted by applicable law. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Bank or any Receiver appointed by the Bank may, in its sole discretion, deem advantageous and may take place whether or not the Bank or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Bank.

21. The Bank shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.

22. No right, power or remedy of the Bank (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.

23. The Debtor agrees, without diminishing the covenant in section 12(n) above, and in furtherance thereof, to pay to the Bank, forthwith on demand by the Bank, all costs and expenses incurred by the Bank in connection with the exercise by the Bank of its rights, powers and remedies hereunder, including:

(a) any costs and expenses incurred by the Bank in taking, holding, moving, storing, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;

(b) any legal fees and expenses incurred by the Bank in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Indebtedness;

(c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and

(d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Bank (including any legal fees and expenses incurred by any such Receiver, agent or consultant).

All such sums shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest.

24. Any and all payments made in respect of the Indebtedness from time to time and moneys realized from any Collateral (including moneys realized on any enforcement of this Agreement) may be applied to such part or parts of the Indebtedness as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit and to re-apply the same on any other part or parts of the Indebtedness as the Bank may see fit, notwithstanding any previous application by whomsoever made.

25. The Debtor shall remain liable for all Indebtedness that is outstanding following realization of all or any part of the Collateral.

26. The Bank may pay the whole or any part of any liens, taxes, rates, charges or Encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Indebtedness, shall bear interest at the highest rate applicable to the Indebtedness, and shall be secured by the Security Interest. Whenever the Bank pays any such lien, tax, rate, charge or Encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

27. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this Agreement, the Bank may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Bank will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Bank incurred in connection with any such performance or compliance shall be payable by the Debtor to the Bank on demand, form part of the Indebtedness, bear interest at the highest rate applicable to the Indebtedness and be secured by the Security Interest.

28. The term 'Receiver' as used in this Agreement includes a receiver and manager, a receiver, a liquidator, a custodian, monitor, or consultant whether appointed by the Bank by instrument in writing or appointed pursuant to a court order.

H. Rights of the Bank

29. The Debtor grants to the Bank the right to set off against any and all accounts, credits or balances maintained by it with the Bank, the aggregate amount of any of the Indebtedness (or any portion thereof) when the same shall become due and payable whether at maturity, upon acceleration of maturity thereof or otherwise.

30. The Bank, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from and may otherwise deal with the Debtor and all other Persons and securities as the Bank may see fit.

31. The Bank may, without the consent of the Debtor, assign, transfer and deliver any of the Indebtedness, or the Security Interests, or any security or any documents or instruments held by the Bank in respect thereof to any transferee provided that no such assignment, transfer or delivery shall release the Debtor from any of the Indebtedness; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or Indebtedness hereunder without the prior written consent of the Bank.

I. Miscellaneous

32. This Agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document or instrument now or hereafter held by the Bank or existing at law in equity or by statute. This Agreement is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Indebtedness shall be at any time or from time to time fully satisfied or paid.

33. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness of the Debtor to the Bank.

34. This Agreement shall be binding upon the Debtor and its heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Debtor and shall enure to the benefit of the Bank and its successors and assigns.

35. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this Agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.

36. The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

37. Any notice, demand, statement or other communication permitted or required to be given hereunder shall be in writing and may be effectively given by delivering it to the address(es) hereinafter set forth or by sending the same by facsimile to such address(es). Any notice, demand or other communication so given prior to 5:00 p.m. (Toronto time) on a Business Day by personal delivery or by fax shall be deemed to have been given, received and made on such Business Day and if so given after 5:00 p.m. (Toronto time) on a Business Day or a day which is not a Business Day, such notice, demand, statement or other communication shall be deemed to have been given, received and made on the next following Business Day. The addresses of the parties for the purposes hereof shall be:

(a) in the case of the Bank, addressed as follows:

HSBC Bank Canada
4500 Highway 7, Suite 200, Woodbridge, ON L4L 4Y7

Attention John Rudnick
Fax Number:

(b) in the case of the Debtor, addressed as follows:

LSI World Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention Vikram Dua
Fax Number:

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

38. Where any provision or remedy contained or referred to in this Agreement is prohibited, modified or altered by the laws of any Province or Territory of Canada which governs that aspect of this Agreement and the provision or remedies may be waived or excluded by the Debtor in whole or in part, the Debtor hereby waives and excludes such provision to the fullest extent permissible by applicable law.

39. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of legal proceedings this Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this Agreement and the Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Debtor in the Courts of any other Province, country or jurisdiction.

40. References such as **"this Agreement"**, **"hereof"**, **"herein"**, **"hereto"** and like references refer to this Agreement and any schedules, exhibits or appendices attached hereto from time to time, or described as comprising a part of this Agreement (all of which schedules, exhibits and appendices form a part of this Agreement) and not to any particular section, subsection, paragraph or other subdivision of this Agreement.

41. The word **"Debtor"**, the personal pronoun **"it"** or **"its"** and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term **"successors"** shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter).

42. Nothing herein (including the definition and use of the term Permitted Encumbrances) is intended or shall be deemed to subordinate the Security Interest to any Permitted Encumbrance or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.

43. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the determination, consent or approval of the Bank or is to be acceptable to the Bank, such determination, consent, approval or determination of acceptability will be in the sole discretion of the Bank, which means the Bank shall have sole and unfettered discretion, without any obligation to act reasonably. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean **"including, without limitation"** and the use of the term **"includes"** shall mean **"includes, without limitation"**.

44. In the event that any day, on or before which any action is required to be taken hereunder, is not a Business Day, then such action shall be required to be taken on or before the first Business Day immediately thereafter.

45. Time shall be of the essence of this Agreement.

46. Upon full, final and indefeasible payment and fulfillment by the Debtor, its successors or permitted assigns, of all Indebtedness and provided that the Bank is then under no obligation (conditional or otherwise) to make any further loans, advances or extend any other type of credit to the Debtor or to any other Person, the payment of which is secured, directly or indirectly, by this Agreement, the Bank shall, upon request in writing by the Debtor, delivered to the Bank at the Bank's address as set out in section 37 hereof and at the Debtor's expense, discharge this Agreement.

47. The Bank may in writing (and not otherwise) waive any default by the Debtor in the observance or performance of any provision of this Agreement; provided that no waiver by the Bank shall extend to or be taken in any manner whatsoever to affect any subsequent default, whether of the same or a different nature, or the rights resulting therefrom.

48. The Debtor agrees that the Bank may from time to time provide information concerning this Agreement (including a copy hereof), the Collateral and the Indebtedness to any Person the Bank in good faith believes is entitled thereto pursuant to applicable law.

49. The Debtor acknowledges having received an original executed copy of this Agreement and hereby waives, to the fullest extent permitted by applicable law, receipt of a copy of any financing statement or financing change statement filed at any time in respect of this Agreement or any verification statement in respect of the same.

50. This Agreement and any amendment, supplement, restatement or termination may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Any party hereto may deliver an executed copy of this Agreement by facsimile to the other parties hereto provided that in such event that party shall promptly deliver to the other parties hereto an originally executed copy of this Agreement.

51. The Debtor by its signature of this Agreement on the one hand and the Bank by making this Agreement available to the Debtor on the other hand acknowledge having expressly required it to be drawn up in the English language. *La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.*

This Agreement has been duly executed by the Debtor on the 23 day of April, 2019.

FOR A CORPORATION

LSI WORLD INC.
(Full Legal Name of Corporation)

Per: _____
(Authorized Signatory)

Name: Vikram Dua

Title: President

Per: _____
(Authorized Signatory)

Name: _____

Title: _____

C/S

FOR AN INDIVIDUAL

Witness:

_____
Signature of Witness

Name: _____

Address: _____

Debtor:

_____ l/s
Signature of Debtor

Name: _____

Address: _____

Full Name and Address *For individual, insert first given name, initial of second given name, if any, then surname.*	**Date of Birth** *MM/DD/YY*	**Sex** *M/F*

Schedule 'A'

Location of the Debtor:
[NOTE: List all Provinces and/or Territories of: (i) the Debtor's incorporation, amalgamation or other organization; and (ii) the Debtor's places of business.]

6855 Columbus Road
Mississauga, ON

Locations of Collateral:
[NOTE: List all municipal addresses and Provinces and/or Territories in which any of the Collateral is located.]

6855 Columbus Road
Mississauga, ON

Schedule 'B'

Permitted Encumbrances:

"**Permitted Encumbrances**" includes:

(a) liens for taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(b) undetermined or inchoate liens, rights of distress, and charges incidental to current operations which have not at such time been filed or exercised and of which the Lender has not been given notice, or which relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(c) Encumbrances resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workmen's compensation, unemployment insurance, surety or appeal bonds, or costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;

(d) security given to a public utility or any governmental authority when required by that utility or governmental authority in connection with the operations of the business in the ordinary course of its business;

(e) an Encumbrance, the value of which cannot exceed $50,000, created by a judgment of a court of competent jurisdiction, as long as that judgment is being contested diligently and in good faith by appropriate proceedings;

(f) an Encumbrance securing debt incurred to finance the acquisition of personal property, provided that: (i) it is created substantially simultaneously with the acquisition of such fixed assets; (ii) it does not at any time encumber any property other than the property financed by such debt and proceeds thereof; (iii) the amount of debt secured by it is not increased subsequent to that acquisition; and (iv) the principal amount of debt secured by it at no time exceeds 100% of the original purchase price of that property at the time it was acquired, and for the purposes of this definition the term "acquisition" shall include a capital lease, and the term "acquire" shall have a corresponding meaning; and

(g) Encumbrances registered under the PPSA existing as of the date hereof.

Sections 12.(c) and 12.(k) of this General Security Agreement do not apply to Permitted Encumbrances.

Schedule 'C'

Intellectual Property of Debtor:

GUIDELINES FOR COMPLETION OF GENERAL SECURITY AGREEMENT

1. **Governing Jurisdiction**

   This General Security Agreement (Ontario) is to be used if the Debtor is located in the Province of Ontario.

2. **Registration of Personal Property Financing Statements**

   PPSA Financing Statements must be registered in: (i) the Province of Ontario; and (ii) any other Province/Territory listed in Schedule "A" under Locations of Collateral.

3. **Debtor – Legal Entity**

   The Debtor is assumed to be a Corporation in the standard template. Where the Debtor is not a corporation but a partnership, use the following variations, in the signature blocks.

   General Partnership

   A partnership may be a general or a limited partnership. For a general partnership describe it by naming each partner, followed by the name of the partnership as follows:

   "X" and "Y" carrying on business in partnership as "P"

   The signature block is to be set out as follows:

   [Partner Name] and [Partner Name],
   carrying on business in partnership as [Partnership Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Limited Partnership

   A limited partnership is intended to create limited liability for the limited partners and therefore it carries on business by the actions of a general partner. The general partner is named after the reference to the name of the limited partnership:

   "X Limited Partnership" by its general partner, "GP"

   The signature block is to be set out as follows:

   [Limited Partnership Name] , by its general partner.
   [General Partner Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Trust

   Where the Debtor is a trust, use the following signature block and describe the trust using its full legal name:

   [Name of Trust] , by its authorized trustees

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

HSBC

HSBC Bank Canada

GENERAL SECURITY AGREEMENT (Ontario)

This Agreement made as of the 23 day of April, 2019.

Between: GSB Properties Ltd. (hereinafter called the **'Debtor'**)

(Name of Debtor)

6855 Columbus Road, Mississauga, ON, L5T 2G9

(Address)

And: **HSBC Bank Canada** (hereinafter called the **'Bank'**)

4500 Highway 7, Suite 200, Woodbridge, ON, L4L 4Y7

(Address)

As continuing security for the payment and performance of all Indebtedness (as defined below), the Debtor hereby enters into this Agreement with the Bank for valuable consideration and as continuing security for the payment and performance of all indebtedness and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, matured or unmatured, of the Debtor to the Bank, whether as principal or surety or indemnifier, together with all expenses (including legal fees on a full indemnity basis) incurred by or on behalf of the Bank, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Bank in respect of such indebtedness, liabilities and interest thereon (all of which present and future indebtedness, liabilities, expenses and interest are herein collectively called the **"Indebtedness"**).

For the purposes of this Agreement:

"Business Day" means a day, (other than a Saturday, Sunday or statutory or civic holiday) upon which the Bank is open for business at the Branch of the Bank described above.

"Collateral" means all the present and future property, assets and undertaking of the Debtor mortgaged, charged, pledged, assigned, hypothecated, transferred or otherwise made subject to the Security Interest pursuant to this Agreement.

"Contractual Right" means any agreement, right, franchise, licence, authorization, approval, privilege or permit (a) to which the Debtor is now or hereafter becomes a party, (b) in which the Debtor now or hereafter has any interest or (c) of which the Debtor is or hereafter becomes a beneficiary.

"Credit Agreement" means the facility letter, commitment letter, credit agreement or other loan document, if any, between the Debtor and the Bank setting out the terms and conditions under which the Bank might provide loans or other credit to the Debtor, as it may be amended, extended, restated or replaced from time to time.

"Encumbrances" means any lien, charge, mortgage, security interest, hypothec, other encumbrance or adverse claim to any property, assets or undertaking.

"Intellectual Property" means all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Debtor now or in the future has any right, title or interest, including without limitation any industrial or intellectual property specifically listed or otherwise described in **Schedule "C"** hereto.

"Investment Collateral" means all present and future Investment Property (as such term is defined in the PPSA) and Financial Assets (as such term is defined in the STA) of the Debtor, including all present and future options and warrants of the Debtor and all other rights and entitlements arising therefrom or related thereto, and the Debtor's present and future interests in partnerships, limited partnerships, limited liability partnerships and limited liability companies, and including all substitutions for any of the foregoing and dividends and income derived therefrom or payable in connection therewith.

"Permitted Encumbrances" means any and all liens, charges, mortgages, security interests, hypothecs and other encumbrances which affect all or any portion of the Collateral and which have been consented to in writing by the Bank which, as at the date hereof, are the liens, charges, mortgages, security interests, hypothecs and other encumbrances (if any) listed in **Schedule "B"** hereto.

"**Person**" means as the context requires any individual, partnership, firm, company, corporation, unlimited liability corporation or other body corporate, government, governmental body, agency or trust.

"**PPSA**" means the *Personal Property Security Act* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

"**Receiver**" has the meaning provided for in Section 28 below.

"**Security Interest**" has the meaning provided for in Section 1 below.

"**STA**" means the *Securities Transfer Act, 2006* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

Unless otherwise defined herein, all other capitalized terms used herein shall have the meanings ascribed to them in the PPSA.

A. Grant of Security Interests

1. As continuing security for the payment and performance of all Indebtedness, the Debtor hereby mortgages, charges, pledges, assigns, hypothecates, transfers and grants a security interest (collectively, the "**Security Interest**") to the Bank in all of the Debtor's right, title and interest in and to its present and after-acquired property, assets and undertaking of whatsoever nature and kind and wherever situate, including:

   (a) all present and future Equipment of the Debtor, including all of its present and future machinery, fixtures, plant, tools, furniture, apparatus, plant furniture, fixtures, books, records, documents, vehicles of any nature, kind or description, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating to the forgoing;

   (b) all present and future Inventory of the Debtor of whatever kind and wherever situate, including all of its present and future raw materials, materials used or consumed in its business, work-in-progress, finished goods, goods used for packing and goods acquired or held for sale or lease or that have been leased or furnished or that are to be furnished under contracts of rental or service, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing;

   (c) all present and future Intangibles of the Debtor, including all of its present and future Accounts and other amounts receivable, book debts, all Contractual Rights, goodwill, Intellectual Property and choses in action of every nature and kind howsoever arising or secured including, without limitation, letters of credit, guarantees and advices of credit which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor;

   (d) all present and future Documents of Title, Chattel Paper, Instruments and Money of the Debtor;

   (e) all present and future Investment Collateral;

   (f) all present and future real property, personal property, assets, and undertaking of the Debtor of any nature or kind, including all real property, personal property, assets and undertaking at any time owned, leased or licenced by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor is or may at any time become entitled (other than the property, assets and undertaking of the Debtor validly pledged or assigned or subjected to a valid mortgage, charge, hypothec or Security Interest by subsection 1(a), (b), (c), (d) or (e) hereof and subject to the exceptions hereinafter contained); and

   (g) all Proceeds arising from the property, assets and undertaking of the Debtor referred to in this section 1, together with insurance proceeds and any other payment representing indemnity or compensation for loss of expropriation or damage thereto.

2. The Security Interest hereby created shall not extend or attach to: (i) any property held in trust by the Debtor and lawfully belonging to others; or (ii) any property of the Debtor that constitutes consumer goods for the personal use of the Debtor; or (iii) the last day of the term of any lease, (oral or written) or agreement therefor, now held or hereafter acquired by the Debtor, whether falling within the general or particular description of the Collateral, shall be excluded from the scope of the Security Interest but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of such term upon trust to assign or dispose of the same to any Person acquiring such term upon the enforcement of the Security Interest.

3. Despite any other provision of this Agreement, the Security Interest shall not attach to any Contractual Right to the extent that the granting of the Security Interest therein would constitute a breach of, or permit any Person to terminate such Contractual Right, but the Debtor shall hold its interest in each such Contractual Right in trust for the Bank and shall, after the Security Interest shall have become enforceable, specifically assign each such Contractual Right to the Bank, or as the Bank may otherwise direct. The Debtor agrees that it shall, upon the request of the Bank, whether before or after the Security Interest has become enforceable, use all commercially reasonable efforts to obtain any consent required to permit any such Contractual Right to be subjected to the Security Interest, and the Security Interest shall attach to such Contractual Right following the receipt of such consent.

4. Despite any other provision of this Agreement, the interests granted to the Bank pursuant to this Agreement in the Debtor's existing and after-acquired trademarks shall be limited to the Bank's Security Interests therein.

B. Attachment

5. The Debtor warrants and acknowledges that subject to the provisions of Sections 2 and 3 above the Debtor and the Bank intend the Security Interest in existing Collateral to attach upon the execution of this Agreement; that value has been given by the Bank to the Debtor; that the Debtor has rights in such existing Collateral; the Debtor and the Bank have not postponed the time for attachment of the Security Interest on existing Collateral and that the Security Interest shall attach to existing Collateral upon the execution of this Agreement and that the Debtor and the Bank intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Debtor acquires rights in such after acquired Collateral.

C. Investment Collateral

6. Whenever any Investment Collateral is a Security that is a Certificated Security, an Uncertificated Security or a Security Entitlement, the Debtor shall, or shall cause the issuer of such Investment Collateral to, or shall cause the securities intermediary that holds such Investment Collateral to, take all steps as are necessary to give exclusive control over such Investment Collateral to the Bank in a manner satisfactory to the Bank.

7. All certificates representing Investment Collateral may remain registered in the name of the Debtor, but the Debtor shall, promptly at the request of the Bank, duly endorse such certificates in blank for transfer or execute stock powers of attorney in respect thereof and deliver such certificates or powers of attorney to the Bank; in either case with signatures guaranteed and with all documentation being in form and substance satisfactory to the Bank. Upon the request of the Bank:

   (a) the Debtor shall promptly cause the Investment Collateral to be registered in the name of the Bank or its nominee, and the Bank is hereby appointed the irrevocable attorney (coupled with an interest) of the Debtor with full power of substitution to cause any or all of the Investment Collateral to be registered in the name of the Bank or its nominee;

   (b) the Debtor shall promptly cause each securities intermediary that holds any Investment Collateral that is a Security Entitlement to record the Bank as the entitlement holder of such Investment Collateral; and

   (c) the Debtor shall promptly:

      (i) cause a Security Certificate to be issued for any Investment Collateral that is in the form of an Uncertificated Security or a Security Entitlement;

      (ii) endorse such Security Certificate in blank;

      (iii) deliver such Security Certificate to the Bank; and

      (iv) take all other steps necessary to give exclusive control over such Certificated Security to the Bank, in a manner satisfactory to the Bank.

8. Until further notice is given by the Bank to the Debtor terminating such rights of the Debtor, the Debtor shall be entitled to exercise all voting rights attached to the Investment Collateral and give consents, waivers and ratifications in respect thereof; provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of the Bank or which would have the effect of reducing the value of the Investment Collateral as security for the Indebtedness, or imposing any restriction on the transferability of any of the Investment Collateral. All such rights of the Debtor to vote and give consents, waivers and ratifications shall cease immediately upon receipt by the Debtor of such notice by the Bank.

9. All dividends, distributions, interest and other income in respect of Investment Collateral and all proceeds received by the Debtor in respect of Investment Collateral may be received by the Debtor in the ordinary course and distributed in the ordinary course to the Debtor's shareholder or shareholders until further notice by the Bank. Upon receipt by the Debtor of such notice, the Debtor shall not be entitled to retain or distribute to its shareholder or shareholders any such dividends, distributions, interest or other income or proceeds and, if any such amounts are received by the Debtor after the Debtor receives such notice by the Bank, the Debtor shall hold such amounts in trust, as trustee for the Bank, and the Debtor shall forthwith pay such amounts to the Bank, to be applied to reduce the Indebtedness or, at the option of the Bank, to be held as additional security for the Indebtedness.

10. The responsibility of the Bank in respect of any Investment Collateral held by the Bank shall be limited to exercising the same degree of care which it gives valuable property of the Bank at the Bank's office where such Investment Collateral is held. The Bank shall not be bound under any circumstances to realize on any Investment Collateral or allow any Investment Collateral to be sold, or exercise any option or right attaching thereto, or be responsible for any loss occasioned by any sale of Investment Collateral or by the retention or other refusal to sell the same; nor shall the Bank be obliged to collect or see to the payment of interest or dividends thereon but, subject to section 9, all such interest and dividends, if and when received by the Debtor, shall be held by the Debtor in trust for the Bank and shall be forthwith paid to the Bank.

D. Representations and Warranties of Debtor

11. The Debtor hereby represents and warrants to the Bank that:

(a) the Debtor has the capacity and authority to incur the Indebtedness, to create the Security Interest and to execute and deliver and perform its obligations under this Agreement;

(b) the execution and delivery of this Agreement and the performance by the Debtor of its obligations hereunder (including, without limitation, the repayment of the Indebtedness) have been duly authorized by all necessary proceedings;

(c) this Agreement constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;

(d) the Collateral is genuine and except for the Security Interest and any Permitted Encumbrances, the Collateral is owned by the Debtor free from any mortgage, charge, lien, pledge, security interest or other encumbrance or claim whatsoever;

(e) the jurisdiction in which the Debtor is located for purposes of the PPSA and under which the Debtor is incorporated, continued, amalgamated or otherwise organized is the Province or Territory identified in **Schedule "A"** of this Agreement;

(f) the Debtor does not keep tangible Collateral at any location(s) except the location(s) listed in **Schedule "A"** hereto other than tangible Collateral in transit to or from such locations;

(g) the Debtor has made all necessary filings, registrations and recordations to protect all of its right, title and interest in the presently held Intellectual Property including all relevant renewals; and all such filings, registrations and recordations have been duly and properly made and are in full force and effect and are not subject to dispute by any governmental authority or agency;

(h) all Contractual Rights relating to or affecting the presently held Intellectual Property are in good standing;

(i) the Debtor owns directly or is entitled to use by Contractual Right or otherwise all of the presently held Intellectual Property;

(j) no litigation is pending or threatened which contains allegations respecting the validity, enforceability, infringement or ownership of any of the Intellectual Property, including any of right, title or interest of the Debtor in the presently held Intellectual Property;

(k) Schedule "C" hereto contains a complete and accurate list of all of the presently registered Intellectual Property of the Debtor, including all registered patents, trademarks and copyrights of the Debtor; and

(l) the Debtor has no Contractual Right which, because of the granting of the Security Interest therein, would be breached or could be terminated, except for any such Contractual Rights if any, identified to the Bank in writing, which schedule contains an accurate description of all such Contractual Rights, the parties thereto, and any provisions thereof which would be so breached or which would result in such a termination right.

E. Covenants and Agreements of Debtor

12. The Debtor hereby covenants and agrees with the Bank that at all times while this Agreement remains in effect, it shall:

(a) pay or perform the Indebtedness when due;

(b) not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise (provided however that the Inventory of the Debtor may be sold or disposed of in the ordinary course of the Debtor's business and for the purpose of carrying on the same) and if the amounts on or in respect of the Collateral or Proceeds thereof shall be paid to the Debtor, the Debtor shall receive the same in trust for the Bank and forthwith pay over the same to the Bank upon request;

(c) not without the prior written consent of the Bank create or permit any Encumbrances upon or assign or transfer as security or pledge or hypothecate as security the Collateral except to the Bank;

(d) at all times have and maintain insurance over the Collateral against risks of fire (including extended coverage), theft, and such risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions. In the event that the Debtor fails to pay all premiums and other sums payable in accordance with the foregoing insurance provision, the Bank may make such payments to be repayable by the Debtor on demand and any such payments made by the Bank shall comprise part of the Indebtedness and be secured hereby;

(e) keep the Collateral in good condition and repair according to the nature and description thereof, and the Bank may, whenever it deems necessary, either in person or by agent, inspect the Collateral and the reasonable cost of such inspection shall be paid by

the Debtor and comprise part of the Indebtedness and be secured hereby and the Bank may make repairs as it deems necessary and the cost thereof shall be paid by the Debtor and comprise part of the Indebtedness and be secured hereby;

(f) duly pay all taxes, rates, levies, assessments and other impositions and charges of every nature and kind which may now or hereafter be lawfully levied, assessed or imposed on or in respect of the Debtor or the Collateral (or any of it), including those which could result in the creation of a statutory lien or deemed trust or other Encumbrance affecting the Debtor or the Collateral, as and when the same become due and payable;

(g) permit the Bank, at any time, whether before or after the Security Interest shall have become enforceable, to notify any account debtor of the Debtor of the Security Interest, require such account debtor to make payment to the Bank, take control of any Proceeds of Collateral and may hold all amounts received from any account debtor and any Proceeds as part of the Collateral and as security for the Indebtedness;

(h) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral, including all filings, registrations and recordations necessary or desirable in respect of patents, trade-marks, copyrights and industrial designs included in the Intellectual Property;

(i) defend the Collateral against any actions, claims and demands of any Person (other than the Bank) claiming the Collateral (or any of it) or an interest therein;

(j) maintain its corporate existence and file or cause to be filed any returns, documents or other information necessary to preserve such corporate existence;

(k) notify the Bank of any loss or damage to the Collateral, any change in any information provided in this Agreement (including the schedules hereto) or any actual or potential claim or Encumbrance affecting the Debtor, the Collateral or the Security Interest;

(l) prevent any Collateral from becoming an accession to any personal property not subject to the Security Interest, or becoming affixed to any real property;

(m) deliver to the Bank, at the Bank's request, duly endorsed and/or accompanied by such assignments, transfers, powers of attorney or other documents as the Bank may request, all items of the Collateral comprising Chattel Paper, Instruments, Investment Collateral and Documents of Title;

(n) pay, on demand by the Bank, all costs and expenses (including all legal fees on a full indemnity basis) incurred by the Bank in the preparation, perfection, administration and enforcement of this Agreement (including expenses incurred in considering, protecting or improving the Bank's position, or attempting to do so, whether before or after default) and all such costs and expenses shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest;

(o) preserve the Debtor's rights, powers, licences, privileges, franchises and goodwill, comply with all applicable laws, regulations and orders (including environmental laws, regulations and orders) affecting the Debtor or the Collateral and conduct its business in a proper and efficient manner so as to protect the Collateral, the Security Interest and the business and undertaking of the Debtor;

(p) without limiting the generality of any of the forgoing, perform all covenants required of the Debtor under any Contractual Right relating to or affecting the Intellectual Property (or any of it), including promptly paying all required fees, royalties and taxes, to maintain each and every item of Intellectual Property in full force and effect, and vigorously protect, preserve and maintain all of the value of, and all of the right, title and interest of the Debtor in, all Intellectual Property, by way of the prosecution of or defence against suits concerning the validity, infringement, enforceability or ownership of the Intellectual Property (or any of it) or otherwise; and

(q) give the Bank at least 10 Business Days advance notice in writing of any proposed change to the Debtor's name, location, or its governing jurisdiction.

13. The Debtor shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, transfer, assignment, assurance, document or instrument as the Bank may reasonably require for the better granting, mortgaging, charging, assigning, hypothecating and transferring unto the Bank the property, assets and undertaking hereby subjected or intended to be subject to the Security Interest or which the Debtor may hereafter become bound to mortgage, charge, assign, hypothec, transfer or subject to the Security Interest in favour of the Bank for the better accomplishing and effectuating of this Agreement and the provisions contained herein and each and every officer of the Bank is irrevocably appointed, coupled with an interest, to execute in the name and on behalf of the Debtor any document or instrument for the said purposes.

14. The Debtor shall permit the Bank at any time, either in person or by agent, to inspect the Debtor's books and records pertaining to the Collateral. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request including, without limitation, lists of Inventory and Equipment and lists of Accounts showing the amounts owing upon each Account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the Accounts.

15. The Debtor acknowledges and agrees that:

(a) in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term 'Debtor' when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, that this Agreement shall continue in full force and effect and shall be binding on the amalgamated corporation, such that the Security Interest granted hereby:

(i) shall continue to charge all Collateral of the Debtor and extend and attach to 'Collateral' (as that term is herein defined) owned by each of the other amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any 'Collateral' thereafter owned or acquired by the amalgamated corporation; and

(ii) shall continue to secure the 'Indebtedness' (as that term is herein defined) of each of the amalgamating corporations including the Debtor and the amalgamated corporation to the Bank at the time of amalgamation and any 'Indebtedness' of the amalgamated corporation to the Bank thereafter arising.

(b) The term "**Indebtedness**" shall include all such Indebtedness of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(c) The term "**Collateral**" shall include all such property, assets and undertaking of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(d) All defined terms and other provisions of this Agreement shall be deemed to have been amended to reflect such amalgamation, to the extent required by the context.

(e) The parties agree to execute and deliver all such further documents and assurances as may be necessary or desirable in connection with the foregoing.

F. Default

16. Without prejudice to any right which the Bank may now or hereafter have to demand payment of any of the Indebtedness at any time, the Indebtedness shall, at the option of the Bank, become payable and the Security Interest shall become enforceable in each and every of the following events:

(a) if the Debtor defaults in the payment of any of the Indebtedness when due;

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

(c) if there occurs an Event of Default (as defined by the Credit Agreement) or if the Debtor defaults in the observance or performance of any covenant, written agreement or undertaking heretofore or hereafter given by the Debtor to the Bank, whether contained herein or not;

(d) if an order is made or a resolution passed for the winding-up, liquidation or dissolution of the Debtor, or if a petition is presented or filed for the winding-up of the Debtor, whether pursuant to the *Winding-up and Restructuring Act* (Canada) or otherwise;

(e) if the Debtor ceases or threatens to cease to carry on business or makes a bulk sale of its assets, or if a Receiver or trustee for the Debtor or any of its property or assets is appointed (whether privately or by court order);

(f) if the Debtor becomes insolvent or commits or threatens to commit any act of bankruptcy or if the Debtor makes an assignment or proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy or if a bankruptcy petition is filed or presented against the Debtor or if the Debtor otherwise becomes subject to proceedings under the *Bankruptcy and Insolvency Act* (Canada), *Companies' Creditors Arrangement Act* (Canada), the *Winding Up and Restructuring Act,* the or any other bankruptcy, insolvency or analogous law in any jurisdiction for relief as a debtor;

(g) if any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or if the Debtor seeks relief or consents to the filing of a petition against it under any law which involves any compromise of any creditor's rights against the Debtor;

(h) if an execution or any other process of any court becomes enforceable against the Debtor or if a distress or analogous process is initiated or levied against or upon the Collateral or any part thereof;

(i) if the Debtor permits any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge on any Collateral in priority to the Security Interest to remain unpaid after proceedings have been taken to enforce such charge;

(j) if any representation or warranty made by the Debtor or any of its officers, employees or agents to the Bank shall be false or inaccurate in any material respect;

(k) if the Debtor defaults in the observance or performance of any provision relating to the indebtedness or liability of the Debtor to any creditor or other Person, other than the Bank, and thereby enables such creditor or other Person to demand payment of such indebtedness; or

(l) if any licence, permit or approval required by any law, regulation or governmental policy or any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled.

17. The Bank may in writing waive any breach by the Debtor of any of the provisions contained herein or any default by the Debtor in the observance or performance of any covenant or condition required by the Bank to be observed or performed by the Debtor; provided that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom.

G. Remedies of the Bank

18. Whenever the Security Interest shall have become enforceable as described in Section 16 above, and so long as it shall remain enforceable, the Bank may proceed to realize the Security Interest and the Collateral and to enforce its rights by doing any one or more of the following:

(a) entering upon the Collateral and any lands and premises where any Collateral is or may be located;

(b) taking possession of Collateral by any method permitted by law;

(c) occupying any lands and premises owned or occupied by the Debtor and using all or any part of such lands and premises and the Equipment and other Collateral located thereon;

(d) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Collateral;

(e) collecting, selling or otherwise dealing with any Accounts or other amounts receivable of the Debtor, including notifying any person obligated to the Debtor in respect of an Account, Chattel Paper, Investment Collateral or Instrument to make payment to the Bank of all present and future amounts due thereon;

(f) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Bank shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Bank shall be added to the Indebtedness and shall be secured by the Security Interest;

(g) collecting any rents, income, and profits received in connection with the business of the Debtor or the Collateral, without carrying on such business;

(h) exercising all voting rights attached to any Collateral constituting Investment Collateral (whether or not registered in the name of the Bank or its nominee) and giving or withholding all consents, waivers and ratifications in respect thereof and otherwise acting with respect thereto as though it were the absolute owner thereof;

(i) exercising any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any Collateral constituting Investment Collateral as if it were the absolute owner thereof including the right to exchange at its sole discretion any and all of such Investment Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer thereof, or upon the exercise by any issuer of any right, privilege or option pertaining to any such Investment Collateral, and in connection therewith, to deposit and deliver any such Investment Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine in its sole discretion, all without liability except to account for property actually received by it;

(j) complying with any limitation or restriction in connection with any proposed sale or other disposition of Collateral constituting Investment Collateral as may be necessary in order to comply with applicable law or regulation or any policy imposed by any stock exchange, securities commission or other governmental or regulatory authority or official, and the Debtor agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, and the Bank shall not be liable or accountable to the Debtor for any discount in the sale price of any such Investment Collateral which may be given by reason of the fact that such Investment Collateral are sold in compliance with any such limitation or restriction;

(k) carrying on the business of the Debtor or any portion thereof;

(l) exercising any and all of the rights and remedies granted pursuant to the PPSA and any other applicable legislation, or otherwise available at law or in equity including by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity;

(m) demanding, commencing, continuing or defending any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and giving valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the accounts or other amounts receivable of the Debtor or any other obligation of any third party to the Debtor;

(n) borrowing money for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Debtor, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;

(o) accepting the Collateral in satisfaction of the Indebtedness;

(p) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;

(q) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof; and

(r) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.

19. Any Receiver appointed by the Bank may be any Person or Persons (including one or more officers or employees of the Bank), and the Bank may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Bank provided in this Agreement including, without limitation, the power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, further charge the Collateral in priority to the Security Interests as security for money so borrowed, and sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine. The Bank shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of any lands and premises of the Debtor and in carrying on the Debtor's business, unless the Bank expressly specifies in writing that the Receiver shall be agent for the Bank for one or more purposes. Without limiting the generality of the forgoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Bank as the Bank may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Bank acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.

20. Without limiting the ability of the Bank or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor to the fullest extent permitted by applicable law. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Bank or any Receiver appointed by the Bank may, in its sole discretion, deem advantageous and may take place whether or not the Bank or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Bank.

21. The Bank shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.

22. No right, power or remedy of the Bank (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.

23. The Debtor agrees, without diminishing the covenant in section 12(n) above, and in furtherance thereof, to pay to the Bank, forthwith on demand by the Bank, all costs and expenses incurred by the Bank in connection with the exercise by the Bank of its rights, powers and remedies hereunder, including:

(a) any costs and expenses incurred by the Bank in taking, holding, moving, storing, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;

(b) any legal fees and expenses incurred by the Bank in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Indebtedness;

(c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and

(d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Bank (including any legal fees and expenses incurred by any such Receiver, agent or consultant).

All such sums shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest.

24. Any and all payments made in respect of the Indebtedness from time to time and moneys realized from any Collateral (including moneys realized on any enforcement of this Agreement) may be applied to such part or parts of the Indebtedness as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit and to re-apply the same on any other part or parts of the Indebtedness as the Bank may see fit, notwithstanding any previous application by whomsoever made.

25. The Debtor shall remain liable for all Indebtedness that is outstanding following realization of all or any part of the Collateral.

26. The Bank may pay the whole or any part of any liens, taxes, rates, charges or Encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Indebtedness, shall bear interest at the highest rate applicable to the Indebtedness, and shall be secured by the Security Interest. Whenever the Bank pays any such lien, tax, rate, charge or Encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

27. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this Agreement, the Bank may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Bank will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Bank incurred in connection with any such performance or compliance shall be payable by the Debtor to the Bank on demand, form part of the Indebtedness, bear interest at the highest rate applicable to the Indebtedness and be secured by the Security Interest.

28. The term 'Receiver' as used in this Agreement includes a receiver and manager, a receiver, a liquidator, a custodian, monitor, or consultant whether appointed by the Bank by instrument in writing or appointed pursuant to a court order.

H. Rights of the Bank

29. The Debtor grants to the Bank the right to set off against any and all accounts, credits or balances maintained by it with the Bank, the aggregate amount of any of the Indebtedness (or any portion thereof) when the same shall become due and payable whether at maturity, upon acceleration of maturity thereof or otherwise.

30. The Bank, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from and may otherwise deal with the Debtor and all other Persons and securities as the Bank may see fit.

31. The Bank may, without the consent of the Debtor, assign, transfer and deliver any of the Indebtedness, or the Security Interests, or any security or any documents or instruments held by the Bank in respect thereof to any transferee provided that no such assignment, transfer or delivery shall release the Debtor from any of the Indebtedness; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or Indebtedness hereunder without the prior written consent of the Bank.

I. Miscellaneous

32. This Agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document or instrument now or hereafter held by the Bank or existing at law in equity or by statute. This Agreement is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Indebtedness shall be at any time or from time to time fully satisfied or paid.

33. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness of the Debtor to the Bank.

34. This Agreement shall be binding upon the Debtor and its heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Debtor and shall enure to the benefit of the Bank and its successors and assigns.

35. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this Agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.

36. The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

37. Any notice, demand, statement or other communication permitted or required to be given hereunder shall be in writing and may be effectively given by delivering it to the address(es) hereinafter set forth or by sending the same by facsimile to such address(es). Any notice, demand or other communication so given prior to 5:00 p.m. (Toronto time) on a Business Day by personal delivery or by fax shall be deemed to have been given, received and made on such Business Day and if so given after 5:00 p.m. (Toronto time) on a Business Day or a day which is not a Business Day, such notice, demand, statement or other communication shall be deemed to have been given, received and made on the next following Business Day. The addresses of the parties for the purposes hereof shall be:

(a) in the case of the Bank, addressed as follows:

HSBC Bank Canada
4500 Highway 7, Suite 200, Mississauga, ON L4L 4Y7

Attention John Rudnick
Fax Number: 905-264-8615

(b) in the case of the Debtor, addressed as follows:

GSB Properties Ltd.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention Inderpal Singh Grewal
Fax Number:

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

38. Where any provision or remedy contained or referred to in this Agreement is prohibited, modified or altered by the laws of any Province or Territory of Canada which governs that aspect of this Agreement and the provision or remedies may be waived or excluded by the Debtor in whole or in part, the Debtor hereby waives and excludes such provision to the fullest extent permissible by applicable law.

39. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of legal proceedings this Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this Agreement and the Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Debtor in the Courts of any other Province, country or jurisdiction.

40. References such as "**this Agreement**", "**hereof**", "**herein**", "**hereto**" and like references refer to this Agreement and any schedules, exhibits or appendices attached hereto from time to time, or described as comprising a part of this Agreement (all of which schedules, exhibits and appendices form a part of this Agreement) and not to any particular section, subsection, paragraph or other subdivision of this Agreement.

41. The word "**Debtor**", the personal pronoun "**it**" or "**its**" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "**successors**" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter).

42. Nothing herein (including the definition and use of the term Permitted Encumbrances) is intended or shall be deemed to subordinate the Security Interest to any Permitted Encumbrance or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.

43. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the determination, consent or approval of the Bank or is to be acceptable to the Bank, such determination, consent, approval or determination of acceptability will be in the sole discretion of the Bank, which means the Bank shall have sole and unfettered discretion, without any obligation to act reasonably. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "**including, without limitation**" and the use of the term "**includes**" shall mean "**includes, without limitation**".

44. In the event that any day, on or before which any action is required to be taken hereunder, is not a Business Day, then such action shall be required to be taken on or before the first Business Day immediately thereafter.

45. Time shall be of the essence of this Agreement.

46. Upon full, final and indefeasible payment and fulfillment by the Debtor, its successors or permitted assigns, of all Indebtedness and provided that the Bank is then under no obligation (conditional or otherwise) to make any further loans, advances or extend any other type of credit to the Debtor or to any other Person, the payment of which is secured, directly or indirectly, by this Agreement, the Bank shall, upon request in writing by the Debtor, delivered to the Bank at the Bank's address as set out in section 37 hereof and at the Debtor's expense, discharge this Agreement.

47. The Bank may in writing (and not otherwise) waive any default by the Debtor in the observance or performance of any provision of this Agreement; provided that no waiver by the Bank shall extend to or be taken in any manner whatsoever to affect any subsequent default, whether of the same or a different nature, or the rights resulting therefrom.

48. The Debtor agrees that the Bank may from time to time provide information concerning this Agreement (including a copy hereof), the Collateral and the Indebtedness to any Person the Bank in good faith believes is entitled thereto pursuant to applicable law.

49. The Debtor acknowledges having received an original executed copy of this Agreement and hereby waives, to the fullest extent permitted by applicable law, receipt of a copy of any financing statement or financing change statement filed at any time in respect of this Agreement or any verification statement in respect of the same.

50. This Agreement and any amendment, supplement, restatement or termination may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Any party hereto may deliver an executed copy of this Agreement by facsimile to the other parties hereto provided that in such event that party shall promptly deliver to the other parties hereto an originally executed copy of this Agreement.

51. The Debtor by its signature of this Agreement on the one hand and the Bank by making this Agreement available to the Debtor on the other hand acknowledge having expressly required it to be drawn up in the English language. *La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.*

This Agreement has been duly executed by the Debtor on the 23 day of April, 2019.

FOR A CORPORATION

GSB PROPERTIES LTD.
(Full Legal Name of Corporation)

Per: _____
(Authorized Signatory)

Name: Inderpal Singh Grewal

Title: President

Per: _____
(Authorized Signatory)

Name: _____

Title: _____

C/S

FOR AN INDIVIDUAL

Witness:

_____
Signature of Witness

Name: _____

Address: _____

Debtor:

_____ l/s
Signature of Debtor

Name: _____

Address: _____

Full Name and Address *For Individual, insert first given name, initial of second given name, if any, then surname.*	**Date of Birth** *MM/DD/YY*	**Sex** *M/F*

Schedule 'A'

Location of the Debtor:
[NOTE: List all Provinces and/or Territories of: (i) the Debtor's incorporation, amalgamation or other organization; and (ii) the Debtor's places of business.]

6855 Columbus Road
Mississauga, ON

Locations of Collateral:
[NOTE: List all municipal addresses and Provinces and/or Territories in which any of the Collateral is located.]

6855 Columbus Road
Mississauga, ON

Schedule 'B'

Permitted Encumbrances:

"**Permitted Encumbrances**" includes:

(a) liens for taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(b) undetermined or inchoate liens, rights of distress, and charges incidental to current operations which have not at such time been filed or exercised and of which the Lender has not been given notice, or which relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(c) Encumbrances resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workmen's compensation, unemployment insurance, surety or appeal bonds, or costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;

(d) security given to a public utility or any governmental authority when required by that utility or governmental authority in connection with the operations of the business in the ordinary course of its business;

(e) an Encumbrance, the value of which cannot exceed $50,000, created by a judgment of a court of competent jurisdiction, as long as that judgment is being contested diligently and in good faith by appropriate proceedings;

(f) an Encumbrance securing debt incurred to finance the acquisition of personal property, provided that: (i) it is created substantially simultaneously with the acquisition of such fixed assets; (ii) it does not at any time encumber any property other than the property financed by such debt and proceeds thereof; (iii) the amount of debt secured by it is not increased subsequent to that acquisition; and (iv) the principal amount of debt secured by it at no time exceeds 100% of the original purchase price of that property at the time it was acquired, and for the purposes of this definition the term "acquisition" shall include a capital lease, and the term "acquire" shall have a corresponding meaning; and

(g) Encumbrances registered under the PPSA existing as of the date hereof.

Sections 12.(c) and 12.(k) of this General Security Agreement do not apply to Permitted Encumbrances.

Schedule 'C'

Intellectual Property of Debtor:

GUIDELINES FOR COMPLETION OF GENERAL SECURITY AGREEMENT

1. **Governing Jurisdiction**

   This General Security Agreement (Ontario) is to be used if the Debtor is located in the Province of Ontario.

2. **Registration of Personal Property Financing Statements**

   PPSA Financing Statements must be registered in: (i) the Province of Ontario; and (ii) any other Province/Territory listed in Schedule "A" under Locations of Collateral.

3. **Debtor – Legal Entity**

   The Debtor is assumed to be a Corporation in the standard template. Where the Debtor is not a corporation but a partnership, use the following variations, in the signature blocks.

   General Partnership

   A partnership may be a general or a limited partnership. For a general partnership describe it by naming each partner, followed by the name of the partnership as follows:

   "X" and "Y" carrying on business in partnership as "P"

   The signature block is to be set out as follows:

   [Partner Name] and [Partner Name],
   carrying on business in partnership as [Partnership Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Limited Partnership

   A limited partnership is intended to create limited liability for the limited partners and therefore it carries on business by the actions of a general partner. The general partner is named after the reference to the name of the limited partnership:

   "X Limited Partnership" by its general partner, "GP"

   The signature block is to be set out as follows:

   [Limited Partnership Name] , by its general partner.
   [General Partner Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Trust

   Where the Debtor is a trust, use the following signature block and describe the trust using its full legal name:

   [Name of Trust] , by its authorized trustees

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

HSBC

HSBC Bank Canada

GENERAL SECURITY AGREEMENT (Ontario)

This Agreement made as of the 23 day of April, 2019.

Between:

2191562 Ontario Inc. (hereinafter called the '**Debtor**')

(Name of Debtor)

6855 Columbus Road, Mississauga, ON, L5T 2G9

(Address)

And: **HSBC Bank Canada** (hereinafter called the '**Bank**')

4500 Highway 7, Suite 200, Woodbridge, ON, L4L 4Y7

(Address)

As continuing security for the payment and performance of all Indebtedness (as defined below), the Debtor hereby enters into this Agreement with the Bank for valuable consideration and as continuing security for the payment and performance of all indebtedness and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, matured or unmatured, of the Debtor to the Bank, whether as principal or surety or indemnifier, together with all expenses (including legal fees on a full indemnity basis) incurred by or on behalf of the Bank, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Bank in respect of such indebtedness, liabilities and interest thereon (all of which present and future indebtedness, liabilities, expenses and interest are herein collectively called the "**Indebtedness**").

For the purposes of this Agreement:

"**Business Day**" means a day, (other than a Saturday, Sunday or statutory or civic holiday) upon which the Bank is open for business at the Branch of the Bank described above.

"**Collateral**" means all the present and future property, assets and undertaking of the Debtor mortgaged, charged, pledged, assigned, hypothecated, transferred or otherwise made subject to the Security Interest pursuant to this Agreement.

"**Contractual Right**" means any agreement, right, franchise, licence, authorization, approval, privilege or permit (a) to which the Debtor is now or hereafter becomes a party, (b) in which the Debtor now or hereafter has any interest or (c) of which the Debtor is or hereafter becomes a beneficiary.

"**Credit Agreement**" means the facility letter, commitment letter, credit agreement or other loan document, if any, between the Debtor and the Bank setting out the terms and conditions under which the Bank might provide loans or other credit to the Debtor, as it may be amended, extended, restated or replaced from time to time.

"**Encumbrances**" means any lien, charge, mortgage, security interest, hypothec, other encumbrance or adverse claim to any property, assets or undertaking.

"**Intellectual Property**" means all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Debtor now or in the future has any right, title or interest, including without limitation any industrial or intellectual property specifically listed or otherwise described in **Schedule "C"** hereto.

"**Investment Collateral**" means all present and future Investment Property (as such term is defined in the PPSA) and Financial Assets (as such term is defined in the STA) of the Debtor, including all present and future options and warrants of the Debtor and all other rights and entitlements arising therefrom or related thereto, and the Debtor's present and future interests in partnerships, limited partnerships, limited liability partnerships and limited liability companies, and including all substitutions for any of the foregoing and dividends and income derived therefrom or payable in connection therewith.

"**Permitted Encumbrances**" means any and all liens, charges, mortgages, security interests, hypothecs and other encumbrances which affect all or any portion of the Collateral and which have been consented to in writing by the Bank which, as at the date hereof, are the liens, charges, mortgages, security interests, hypothecs and other encumbrances (if any) listed in **Schedule "B"** hereto.

"**Person**" means as the context requires any individual, partnership, firm, company, corporation, unlimited liability corporation or other body corporate, government, governmental body, agency or trust.

"**PPSA**" means the *Personal Property Security Act* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

"**Receiver**" has the meaning provided for in Section 28 below.

"**Security Interest**" has the meaning provided for in Section 1 below.

"**STA**" means the *Securities Transfer Act, 2006* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

Unless otherwise defined herein, all other capitalized terms used herein shall have the meanings ascribed to them in the PPSA.

A. Grant of Security Interests

1. As continuing security for the payment and performance of all Indebtedness, the Debtor hereby mortgages, charges, pledges, assigns, hypothecates, transfers and grants a security interest (collectively, the "**Security Interest**") to the Bank in all of the Debtor's right, title and interest in and to its present and after-acquired property, assets and undertaking of whatsoever nature and kind and wherever situate, including:

   (a) all present and future Equipment of the Debtor, including all of its present and future machinery, fixtures, plant, tools, furniture, apparatus, plant furniture, fixtures, books, records, documents, vehicles of any nature, kind or description, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating to the forgoing;

   (b) all present and future Inventory of the Debtor of whatever kind and wherever situate, including all of its present and future raw materials, materials used or consumed in its business, work-in-progress, finished goods, goods used for packing and goods acquired or held for sale or lease or that have been leased or furnished or that are to be furnished under contracts of rental or service, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing;

   (c) all present and future Intangibles of the Debtor, including all of its present and future Accounts and other amounts receivable, book debts, all Contractual Rights, goodwill, Intellectual Property and choses in action of every nature and kind howsoever arising or secured including, without limitation, letters of credit, guarantees and advices of credit which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor;

   (d) all present and future Documents of Title, Chattel Paper, Instruments and Money of the Debtor;

   (e) all present and future Investment Collateral;

   (f) all present and future real property, personal property, assets, and undertaking of the Debtor of any nature or kind, including all real property, personal property, assets and undertaking at any time owned, leased or licenced by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor is or may at any time become entitled (other than the property, assets and undertaking of the Debtor validly pledged or assigned or subjected to a valid mortgage, charge, hypothec or Security Interest by subsection 1(a), (b), (c), (d) or (e) hereof and subject to the exceptions hereinafter contained); and

   (g) all Proceeds arising from the property, assets and undertaking of the Debtor referred to in this section 1, together with insurance proceeds and any other payment representing indemnity or compensation for loss of expropriation or damage thereto.

2. The Security Interest hereby created shall not extend or attach to: (i) any property held in trust by the Debtor and lawfully belonging to others; or (ii) any property of the Debtor that constitutes consumer goods for the personal use of the Debtor; or (iii) the last day of the term of any lease, (oral or written) or agreement therefor, now held or hereafter acquired by the Debtor, whether falling within the general or particular description of the Collateral, shall be excluded from the scope of the Security Interest but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of such term upon trust to assign or dispose of the same to any Person acquiring such term upon the enforcement of the Security Interest.

3. Despite any other provision of this Agreement, the Security Interest shall not attach to any Contractual Right to the extent that the granting of the Security Interest therein would constitute a breach of, or permit any Person to terminate such Contractual Right, but the Debtor shall hold its interest in each such Contractual Right in trust for the Bank and shall, after the Security Interest shall have become enforceable, specifically assign each such Contractual Right to the Bank, or as the Bank may otherwise direct. The Debtor agrees that it shall, upon the request of the Bank, whether before or after the Security Interest has become enforceable, use all commercially reasonable efforts to obtain any consent required to permit any such Contractual Right to be subjected to the Security Interest, and the Security Interest shall attach to such Contractual Right following the receipt of such consent.

4. Despite any other provision of this Agreement, the interests granted to the Bank pursuant to this Agreement in the Debtor's existing and after-acquired trademarks shall be limited to the Bank's Security Interests therein.

B. Attachment

5. The Debtor warrants and acknowledges that subject to the provisions of Sections 2 and 3 above the Debtor and the Bank intend the Security Interest in existing Collateral to attach upon the execution of this Agreement; that value has been given by the Bank to the Debtor; that the Debtor has rights in such existing Collateral; the Debtor and the Bank have not postponed the time for attachment of the Security Interest on existing Collateral and that the Security Interest shall attach to existing Collateral upon the execution of this Agreement and that the Debtor and the Bank intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Debtor acquires rights in such after acquired Collateral.

C. Investment Collateral

6. Whenever any Investment Collateral is a Security that is a Certificated Security, an Uncertificated Security or a Security Entitlement, the Debtor shall, or shall cause the issuer of such Investment Collateral to, or shall cause the securities intermediary that holds such Investment Collateral to, take all steps as are necessary to give exclusive control over such Investment Collateral to the Bank in a manner satisfactory to the Bank.

7. All certificates representing Investment Collateral may remain registered in the name of the Debtor, but the Debtor shall, promptly at the request of the Bank, duly endorse such certificates in blank for transfer or execute stock powers of attorney in respect thereof and deliver such certificates or powers of attorney to the Bank; in either case with signatures guaranteed and with all documentation being in form and substance satisfactory to the Bank. Upon the request of the Bank:

   (a) the Debtor shall promptly cause the Investment Collateral to be registered in the name of the Bank or its nominee, and the Bank is hereby appointed the irrevocable attorney (coupled with an interest) of the Debtor with full power of substitution to cause any or all of the Investment Collateral to be registered in the name of the Bank or its nominee;

   (b) the Debtor shall promptly cause each securities intermediary that holds any Investment Collateral that is a Security Entitlement to record the Bank as the entitlement holder of such Investment Collateral; and

   (c) the Debtor shall promptly:

      (i) cause a Security Certificate to be issued for any Investment Collateral that is in the form of an Uncertificated Security or a Security Entitlement;

      (ii) endorse such Security Certificate in blank;

      (iii) deliver such Security Certificate to the Bank; and

      (iv) take all other steps necessary to give exclusive control over such Certificated Security to the Bank, in a manner satisfactory to the Bank.

8. Until further notice is given by the Bank to the Debtor terminating such rights of the Debtor, the Debtor shall be entitled to exercise all voting rights attached to the Investment Collateral and give consents, waivers and ratifications in respect thereof; provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of the Bank or which would have the effect of reducing the value of the Investment Collateral as security for the Indebtedness, or imposing any restriction on the transferability of any of the Investment Collateral. All such rights of the Debtor to vote and give consents, waivers and ratifications shall cease immediately upon receipt by the Debtor of such notice by the Bank.

9. All dividends, distributions, interest and other income in respect of Investment Collateral and all proceeds received by the Debtor in respect of Investment Collateral may be received by the Debtor in the ordinary course and distributed in the ordinary course to the Debtor's shareholder or shareholders until further notice by the Bank. Upon receipt by the Debtor of such notice, the Debtor shall not be entitled to retain or distribute to its shareholder or shareholders any such dividends, distributions, interest or other income or proceeds and, if any such amounts are received by the Debtor after the Debtor receives such notice by the Bank, the Debtor shall hold such amounts in trust, as trustee for the Bank, and the Debtor shall forthwith pay such amounts to the Bank, to be applied to reduce the Indebtedness or, at the option of the Bank, to be held as additional security for the Indebtedness.

10. The responsibility of the Bank in respect of any Investment Collateral held by the Bank shall be limited to exercising the same degree of care which it gives valuable property of the Bank at the Bank's office where such Investment Collateral is held. The Bank shall not be bound under any circumstances to realize on any Investment Collateral or allow any Investment Collateral to be sold, or exercise any option or right attaching thereto, or be responsible for any loss occasioned by any sale of Investment Collateral or by the retention or other refusal to sell the same; nor shall the Bank be obliged to collect or see to the payment of interest or dividends thereon but, subject to section 9, all such interest and dividends, if and when received by the Debtor, shall be held by the Debtor in trust for the Bank and shall be forthwith paid to the Bank.

D. Representations and Warranties of Debtor

11. The Debtor hereby represents and warrants to the Bank that:

(a) the Debtor has the capacity and authority to incur the Indebtedness, to create the Security Interest and to execute and deliver and perform its obligations under this Agreement;

(b) the execution and delivery of this Agreement and the performance by the Debtor of its obligations hereunder (including, without limitation, the repayment of the Indebtedness) have been duly authorized by all necessary proceedings;

(c) this Agreement constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;

(d) the Collateral is genuine and except for the Security Interest and any Permitted Encumbrances, the Collateral is owned by the Debtor free from any mortgage, charge, lien, pledge, security interest or other encumbrance or claim whatsoever;

(e) the jurisdiction in which the Debtor is located for purposes of the PPSA and under which the Debtor is incorporated, continued, amalgamated or otherwise organized is the Province or Territory identified in **Schedule "A"** of this Agreement;

(f) the Debtor does not keep tangible Collateral at any location(s) except the location(s) listed in **Schedule "A"** hereto other than tangible Collateral in transit to or from such locations;

(g) the Debtor has made all necessary filings, registrations and recordations to protect all of its right, title and interest in the presently held Intellectual Property including all relevant renewals; and all such filings, registrations and recordations have been duly and properly made and are in full force and effect and are not subject to dispute by any governmental authority or agency;

(h) all Contractual Rights relating to or affecting the presently held Intellectual Property are in good standing;

(i) the Debtor owns directly or is entitled to use by Contractual Right or otherwise all of the presently held Intellectual Property;

(j) no litigation is pending or threatened which contains allegations respecting the validity, enforceability, infringement or ownership of any of the Intellectual Property, including any of right, title or interest of the Debtor in the presently held Intellectual Property;

(k) **Schedule "C"** hereto contains a complete and accurate list of all of the presently registered Intellectual Property of the Debtor, including all registered patents, trademarks and copyrights of the Debtor; and

(l) the Debtor has no Contractual Right which, because of the granting of the Security Interest therein, would be breached or could be terminated, except for any such Contractual Rights if any, identified to the Bank in writing, which schedule contains an accurate description of all such Contractual Rights, the parties thereto, and any provisions thereof which would be so breached or which would result in such a termination right.

E. Covenants and Agreements of Debtor

12. The Debtor hereby covenants and agrees with the Bank that at all times while this Agreement remains in effect, it shall:

(a) pay or perform the Indebtedness when due;

(b) not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise (provided however that the Inventory of the Debtor may be sold or disposed of in the ordinary course of the Debtor's business and for the purpose of carrying on the same) and if the amounts on or in respect of the Collateral or Proceeds thereof shall be paid to the Debtor, the Debtor shall receive the same in trust for the Bank and forthwith pay over the same to the Bank upon request;

(c) not without the prior written consent of the Bank create or permit any Encumbrances upon or assign or transfer as security or pledge or hypothecate as security the Collateral except to the Bank;

(d) at all times have and maintain insurance over the Collateral against risks of fire (including extended coverage), theft, and such risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions. In the event that the Debtor fails to pay all premiums and other sums payable in accordance with the foregoing insurance provision, the Bank may make such payments to be repayable by the Debtor on demand and any such payments made by the Bank shall comprise part of the Indebtedness and be secured hereby;

(e) keep the Collateral in good condition and repair according to the nature and description thereof, and the Bank may, whenever it deems necessary, either in person or by agent, inspect the Collateral and the reasonable cost of such inspection shall be paid by

the Debtor and comprise part of the Indebtedness and be secured hereby and the Bank may make repairs as it deems necessary and the cost thereof shall be paid by the Debtor and comprise part of the Indebtedness and be secured hereby;

(f) duly pay all taxes, rates, levies, assessments and other impositions and charges of every nature and kind which may now or hereafter be lawfully levied, assessed or imposed on or in respect of the Debtor or the Collateral (or any of it), including those which could result in the creation of a statutory lien or deemed trust or other Encumbrance affecting the Debtor or the Collateral, as and when the same become due and payable;

(g) permit the Bank, at any time, whether before or after the Security Interest shall have become enforceable, to notify any account debtor of the Debtor of the Security Interest, require such account debtor to make payment to the Bank, take control of any Proceeds of Collateral and may hold all amounts received from any account debtor and any Proceeds as part of the Collateral and as security for the Indebtedness;

(h) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral, including all filings, registrations and recordations necessary or desirable in respect of patents, trade-marks, copyrights and industrial designs included in the Intellectual Property;

(i) defend the Collateral against any actions, claims and demands of any Person (other than the Bank) claiming the Collateral (or any of it) or an interest therein;

(j) maintain its corporate existence and file or cause to be filed any returns, documents or other information necessary to preserve such corporate existence;

(k) notify the Bank of any loss or damage to the Collateral, any change in any information provided in this Agreement (including the schedules hereto) or any actual or potential claim or Encumbrance affecting the Debtor, the Collateral or the Security Interest;

(l) prevent any Collateral from becoming an accession to any personal property not subject to the Security Interest, or becoming affixed to any real property;

(m) deliver to the Bank, at the Bank's request, duly endorsed and/or accompanied by such assignments, transfers, powers of attorney or other documents as the Bank may request, all items of the Collateral comprising Chattel Paper, Instruments, Investment Collateral and Documents of Title;

(n) pay, on demand by the Bank, all costs and expenses (including all legal fees on a full indemnity basis) incurred by the Bank in the preparation, perfection, administration and enforcement of this Agreement (including expenses incurred in considering, protecting or improving the Bank's position, or attempting to do so, whether before or after default) and all such costs and expenses shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest;

(o) preserve the Debtor's rights, powers, licences, privileges, franchises and goodwill, comply with all applicable laws, regulations and orders (including environmental laws, regulations and orders) affecting the Debtor or the Collateral and conduct its business in a proper and efficient manner so as to protect the Collateral, the Security Interest and the business and undertaking of the Debtor;

(p) without limiting the generality of any of the forgoing, perform all covenants required of the Debtor under any Contractual Right relating to or affecting the Intellectual Property (or any of it), including promptly paying all required fees, royalties and taxes, to maintain each and every item of Intellectual Property in full force and effect, and vigorously protect, preserve and maintain all of the value of, and all of the right, title and interest of the Debtor in, all Intellectual Property, by way of the prosecution of or defence against suits concerning the validity, infringement, enforceability or ownership of the Intellectual Property (or any of it) or otherwise; and

(q) give the Bank at least 10 Business Days advance notice in writing of any proposed change to the Debtor's name, location, or its governing jurisdiction.

13. The Debtor shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, transfer, assignment, assurance, document or instrument as the Bank may reasonably require for the better granting, mortgaging, charging, assigning, hypothecating and transferring unto the Bank the property, assets and undertaking hereby subjected or intended to be subject to the Security Interest or which the Debtor may hereafter become bound to mortgage, charge, assign, hypothec, transfer or subject to the Security Interest in favour of the Bank for the better accomplishing and effectuating of this Agreement and the provisions contained herein and each and every officer of the Bank is irrevocably appointed, coupled with an interest, to execute in the name and on behalf of the Debtor any document or instrument for the said purposes.

14. The Debtor shall permit the Bank at any time, either in person or by agent, to inspect the Debtor's books and records pertaining to the Collateral. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request including, without limitation, lists of Inventory and Equipment and lists of Accounts showing the amounts owing upon each Account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the Accounts.

15. The Debtor acknowledges and agrees that:

(a) in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term 'Debtor' when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, that this Agreement shall continue in full force and effect and shall be binding on the amalgamated corporation, such that the Security Interest granted hereby:

(i) shall continue to charge all Collateral of the Debtor and extend and attach to 'Collateral' (as that term is herein defined) owned by each of the other amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any 'Collateral' thereafter owned or acquired by the amalgamated corporation; and

(ii) shall continue to secure the 'Indebtedness' (as that term is herein defined) of each of the amalgamating corporations including the Debtor and the amalgamated corporation to the Bank at the time of amalgamation and any 'Indebtedness' of the amalgamated corporation to the Bank thereafter arising.

(b) The term **"Indebtedness"** shall include all such Indebtedness of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(c) The term **"Collateral"** shall include all such property, assets and undertaking of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(d) All defined terms and other provisions of this Agreement shall be deemed to have been amended to reflect such amalgamation, to the extent required by the context.

(e) The parties agree to execute and deliver all such further documents and assurances as may be necessary or desirable in connection with the foregoing.

F. Default

16. Without prejudice to any right which the Bank may now or hereafter have to demand payment of any of the Indebtedness at any time, the Indebtedness shall, at the option of the Bank, become payable and the Security Interest shall become enforceable in each and every of the following events:

(a) if the Debtor defaults in the payment of any of the Indebtedness when due;

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

(c) if there occurs an Event of Default (as defined by the Credit Agreement) or if the Debtor defaults in the observance or performance of any covenant, written agreement or undertaking heretofore or hereafter given by the Debtor to the Bank, whether contained herein or not;

(d) if an order is made or a resolution passed for the winding-up, liquidation or dissolution of the Debtor, or if a petition is presented or filed for the winding-up of the Debtor, whether pursuant to the *Winding-up and Restructuring Act* (Canada) or otherwise;

(e) if the Debtor ceases or threatens to cease to carry on business or makes a bulk sale of its assets, or if a Receiver or trustee for the Debtor or any of its property or assets is appointed (whether privately or by court order);

(f) if the Debtor becomes insolvent or commits or threatens to commit any act of bankruptcy or if the Debtor makes an assignment or proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy or if a bankruptcy petition is filed or presented against the Debtor or if the Debtor otherwise becomes subject to proceedings under the *Bankruptcy and Insolvency Act* (Canada), *Companies' Creditors Arrangement Act* (Canada), the *Winding Up and Restructuring Act*, the or any other bankruptcy, insolvency or analogous law in any jurisdiction for relief as a debtor;

(g) if any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or if the Debtor seeks relief or consents to the filing of a petition against it under any law which involves any compromise of any creditor's rights against the Debtor;

(h) if an execution or any other process of any court becomes enforceable against the Debtor or if a distress or analogous process is initiated or levied against or upon the Collateral or any part thereof;

(i) if the Debtor permits any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge on any Collateral in priority to the Security Interest to remain unpaid after proceedings have been taken to enforce such charge;

(j) if any representation or warranty made by the Debtor or any of its officers, employees or agents to the Bank shall be false or inaccurate in any material respect;

(k) if the Debtor defaults in the observance or performance of any provision relating to the indebtedness or liability of the Debtor to any creditor or other Person, other than the Bank, and thereby enables such creditor or other Person to demand payment of such indebtedness; or

(l) if any licence, permit or approval required by any law, regulation or governmental policy or any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled.

17. The Bank may in writing waive any breach by the Debtor of any of the provisions contained herein or any default by the Debtor in the observance or performance of any covenant or condition required by the Bank to be observed or performed by the Debtor; provided that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom.

G. Remedies of the Bank

18. Whenever the Security Interest shall have become enforceable as described in Section 16 above, and so long as it shall remain enforceable, the Bank may proceed to realize the Security Interest and the Collateral and to enforce its rights by doing any one or more of the following:

(a) entering upon the Collateral and any lands and premises where any Collateral is or may be located;

(b) taking possession of Collateral by any method permitted by law;

(c) occupying any lands and premises owned or occupied by the Debtor and using all or any part of such lands and premises and the Equipment and other Collateral located thereon;

(d) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Collateral;

(e) collecting, selling or otherwise dealing with any Accounts or other amounts receivable of the Debtor, including notifying any person obligated to the Debtor in respect of an Account, Chattel Paper, Investment Collateral or Instrument to make payment to the Bank of all present and future amounts due thereon;

(f) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Bank shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Bank shall be added to the Indebtedness and shall be secured by the Security Interest;

(g) collecting any rents, income, and profits received in connection with the business of the Debtor or the Collateral, without carrying on such business;

(h) exercising all voting rights attached to any Collateral constituting Investment Collateral (whether or not registered in the name of the Bank or its nominee) and giving or withholding all consents, waivers and ratifications in respect thereof and otherwise acting with respect thereto as though it were the absolute owner thereof;

(i) exercising any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any Collateral constituting Investment Collateral as if it were the absolute owner thereof including the right to exchange at its sole discretion any and all of such Investment Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer thereof, or upon the exercise by any issuer of any right, privilege or option pertaining to any such Investment Collateral, and in connection therewith, to deposit and deliver any such Investment Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine in its sole discretion, all without liability except to account for property actually received by it;

(j) complying with any limitation or restriction in connection with any proposed sale or other disposition of Collateral constituting Investment Collateral as may be necessary in order to comply with applicable law or regulation or any policy imposed by any stock exchange, securities commission or other governmental or regulatory authority or official, and the Debtor agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, and the Bank shall not be liable or accountable to the Debtor for any discount in the sale price of any such Investment Collateral which may be given by reason of the fact that such Investment Collateral are sold in compliance with any such limitation or restriction;

(k) carrying on the business of the Debtor or any portion thereof;

(l) exercising any and all of the rights and remedies granted pursuant to the PPSA and any other applicable legislation, or otherwise available at law or in equity including by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity;

(m) demanding, commencing, continuing or defending any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and giving valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the accounts or other amounts receivable of the Debtor or any other obligation of any third party to the Debtor;

(n) borrowing money for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Debtor, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;

(o) accepting the Collateral in satisfaction of the Indebtedness;

(p) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;

(q) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof; and

(r) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.

19. Any Receiver appointed by the Bank may be any Person or Persons (including one or more officers or employees of the Bank), and the Bank may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Bank provided in this Agreement including, without limitation, the power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, further charge the Collateral in priority to the Security Interests as security for money so borrowed, and sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine. The Bank shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of any lands and premises of the Debtor and in carrying on the Debtor's business, unless the Bank expressly specifies in writing that the Receiver shall be agent for the Bank for one or more purposes. Without limiting the generality of the forgoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Bank as the Bank may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Bank acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.

20. Without limiting the ability of the Bank or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor to the fullest extent permitted by applicable law. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Bank or any Receiver appointed by the Bank may, in its sole discretion, deem advantageous and may take place whether or not the Bank or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Bank.

21. The Bank shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.

22. No right, power or remedy of the Bank (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.

23. The Debtor agrees, without diminishing the covenant in section 12(n) above, and in furtherance thereof, to pay to the Bank, forthwith on demand by the Bank, all costs and expenses incurred by the Bank in connection with the exercise by the Bank of its rights, powers and remedies hereunder, including:

(a) any costs and expenses incurred by the Bank in taking, holding, moving, storing, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;

(b) any legal fees and expenses incurred by the Bank in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Indebtedness;

(c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and

(d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Bank (including any legal fees and expenses incurred by any such Receiver, agent or consultant).

All such sums shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest.

24. Any and all payments made in respect of the Indebtedness from time to time and moneys realized from any Collateral (including moneys realized on any enforcement of this Agreement) may be applied to such part or parts of the Indebtedness as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit and to re-apply the same on any other part or parts of the Indebtedness as the Bank may see fit, notwithstanding any previous application by whomsoever made.

25. The Debtor shall remain liable for all Indebtedness that is outstanding following realization of all or any part of the Collateral.

26. The Bank may pay the whole or any part of any liens, taxes, rates, charges or Encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Indebtedness, shall bear interest at the highest rate applicable to the Indebtedness, and shall be secured by the Security Interest. Whenever the Bank pays any such lien, tax, rate, charge or Encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

27. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this Agreement, the Bank may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Bank will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Bank incurred in connection with any such performance or compliance shall be payable by the Debtor to the Bank on demand, form part of the Indebtedness, bear interest at the highest rate applicable to the Indebtedness and be secured by the Security Interest.

28. The term 'Receiver' as used in this Agreement includes a receiver and manager, a receiver, a liquidator, a custodian, monitor, or consultant whether appointed by the Bank by instrument in writing or appointed pursuant to a court order.

H. Rights of the Bank

29. The Debtor grants to the Bank the right to set off against any and all accounts, credits or balances maintained by it with the Bank, the aggregate amount of any of the Indebtedness (or any portion thereof) when the same shall become due and payable whether at maturity, upon acceleration of maturity thereof or otherwise.

30. The Bank, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from and may otherwise deal with the Debtor and all other Persons and securities as the Bank may see fit.

31. The Bank may, without the consent of the Debtor, assign, transfer and deliver any of the Indebtedness, or the Security Interests, or any security or any documents or instruments held by the Bank in respect thereof to any transferee provided that no such assignment, transfer or delivery shall release the Debtor from any of the Indebtedness; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or Indebtedness hereunder without the prior written consent of the Bank.

I. Miscellaneous

32. This Agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document or instrument now or hereafter held by the Bank or existing at law in equity or by statute. This Agreement is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Indebtedness shall be at any time or from time to time fully satisfied or paid.

33. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness of the Debtor to the Bank.

34. This Agreement shall be binding upon the Debtor and its heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Debtor and shall enure to the benefit of the Bank and its successors and assigns.

35. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this Agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.

36. The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

37. Any notice, demand, statement or other communication permitted or required to be given hereunder shall be in writing and may be effectively given by delivering it to the address(es) hereinafter set forth or by sending the same by facsimile to such address(es). Any notice, demand or other communication so given prior to 5:00 p.m. (Toronto time) on a Business Day by personal delivery or by fax shall be deemed to have been given, received and made on such Business Day and if so given after 5:00 p.m. (Toronto time) on a Business Day or a day which is not a Business Day, such notice, demand, statement or other communication shall be deemed to have been given, received and made on the next following Business Day. The addresses of the parties for the purposes hereof shall be:

(a) in the case of the Bank, addressed as follows:

HSBC Bank Canada
4500 Highway 7, Suite 200, Mississauga, ON L4L 4Y7

Attention John Rudnick
Fax Number:

(b) in the case of the Debtor, addressed as follows:

2191562 Ontario Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention
Fax Number:

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

38. Where any provision or remedy contained or referred to in this Agreement is prohibited, modified or altered by the laws of any Province or Territory of Canada which governs that aspect of this Agreement and the provision or remedies may be waived or excluded by the Debtor in whole or in part, the Debtor hereby waives and excludes such provision to the fullest extent permissible by applicable law.

39. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of legal proceedings this Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this Agreement and the Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Debtor in the Courts of any other Province, country or jurisdiction.

40. References such as "**this Agreement**", "**hereof**", "**herein**", "**hereto**" and like references refer to this Agreement and any schedules, exhibits or appendices attached hereto from time to time, or described as comprising a part of this Agreement (all of which schedules, exhibits and appendices form a part of this Agreement) and not to any particular section, subsection, paragraph or other subdivision of this Agreement.

41. The word "**Debtor**", the personal pronoun "**it**" or "**its**" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "**successors**" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter).

42. Nothing herein (including the definition and use of the term Permitted Encumbrances) is intended or shall be deemed to subordinate the Security Interest to any Permitted Encumbrance or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.

43. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the determination, consent or approval of the Bank or is to be acceptable to the Bank, such determination, consent, approval or determination of acceptability will be in the sole discretion of the Bank, which means the Bank shall have sole and unfettered discretion, without any obligation to act reasonably. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "**including, without limitation**" and the use of the term "**includes**" shall mean "**includes, without limitation**".

44. In the event that any day, on or before which any action is required to be taken hereunder, is not a Business Day, then such action shall be required to be taken on or before the first Business Day immediately thereafter.

45. Time shall be of the essence of this Agreement.

46. Upon full, final and indefeasible payment and fulfillment by the Debtor, its successors or permitted assigns, of all Indebtedness and provided that the Bank is then under no obligation (conditional or otherwise) to make any further loans, advances or extend any other type of credit to the Debtor or to any other Person, the payment of which is secured, directly or indirectly, by this Agreement, the Bank shall, upon request in writing by the Debtor, delivered to the Bank at the Bank's address as set out in section 37 hereof and at the Debtor's expense, discharge this Agreement.

47. The Bank may in writing (and not otherwise) waive any default by the Debtor in the observance or performance of any provision of this Agreement; provided that no waiver by the Bank shall extend to or be taken in any manner whatsoever to affect any subsequent default, whether of the same or a different nature, or the rights resulting therefrom.

48. The Debtor agrees that the Bank may from time to time provide information concerning this Agreement (including a copy hereof), the Collateral and the Indebtedness to any Person the Bank in good faith believes is entitled thereto pursuant to applicable law.

49. The Debtor acknowledges having received an original executed copy of this Agreement and hereby waives, to the fullest extent permitted by applicable law, receipt of a copy of any financing statement or financing change statement filed at any time in respect of this Agreement or any verification statement in respect of the same.

50. This Agreement and any amendment, supplement, restatement or termination may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Any party hereto may deliver an executed copy of this Agreement by facsimile to the other parties hereto provided that in such event that party shall promptly deliver to the other parties hereto an originally executed copy of this Agreement.

51. The Debtor by its signature of this Agreement on the one hand and the Bank by making this Agreement available to the Debtor on the other hand acknowledge having expressly required it to be drawn up in the English language. *La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.*

This Agreement has been duly executed by the Debtor on the 23 day of April, 2019.

FOR A CORPORATION

2191562 ONTARIO INC.
(Full Legal Name of Corporation)

Per: _____
(Authorized Signatory)

Name: Vikram Dua

Title: Director

Per: _____
(Authorized Signatory)

Name: _____

Title: _____

C/S

FOR AN INDIVIDUAL

Witness:

_____
Signature of Witness

Name: _____

Address: _____

Debtor:

_____ I/s
Signature of Debtor

Name: _____

Address: _____

Full Name and Address *For Individual, insert first given name, initial of second given name, if any, then surname.*	Date of Birth *MM/DD/YY*	Sex *M/F*

Schedule 'A'

Location of the Debtor:
[NOTE: List all Provinces and/or Territories of: (i) the Debtor's incorporation, amalgamation or other organization; and (ii) the Debtor's places of business.]

6855 Columbus Road
Mississauga, ON

Locations of Collateral:
[NOTE: List all municipal addresses and Provinces and/or Territories in which any of the Collateral is located.]

6855 Columbus Road
Mississauga, ON

Schedule 'B'

Permitted Encumbrances:

"**Permitted Encumbrances**" includes:

(a) liens for taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(b) undetermined or inchoate liens, rights of distress, and charges incidental to current operations which have not at such time been filed or exercised and of which the Lender has not been given notice, or which relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(c) Encumbrances resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workmen's compensation, unemployment insurance, surety or appeal bonds, or costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;

(d) security given to a public utility or any governmental authority when required by that utility or governmental authority in connection with the operations of the business in the ordinary course of its business;

(e) an Encumbrance, the value of which cannot exceed $50,000, created by a judgment of a court of competent jurisdiction, as long as that judgment is being contested diligently and in good faith by appropriate proceedings;

(f) an Encumbrance securing debt incurred to finance the acquisition of personal property, provided that: (i) it is created substantially simultaneously with the acquisition of such fixed assets; (ii) it does not at any time encumber any property other than the property financed by such debt and proceeds thereof; (iii) the amount of debt secured by it is not increased subsequent to that acquisition; and (iv) the principal amount of debt secured by it at no time exceeds 100% of the original purchase price of that property at the time it was acquired, and for the purposes of this definition the term "acquisition" shall include a capital lease, and the term "acquire" shall have a corresponding meaning; and

(g) Encumbrances registered under the PPSA existing as of the date hereof.

Sections 12.(c) and 12.(k) of this General Security Agreement do not apply to Permitted Encumbrances.

Schedule 'C'

Intellectual Property of Debtor:

GUIDELINES FOR COMPLETION OF GENERAL SECURITY AGREEMENT

1. **Governing Jurisdiction**

   This General Security Agreement (Ontario) is to be used if the Debtor is located in the Province of Ontario.

2. **Registration of Personal Property Financing Statements**

   PPSA Financing Statements must be registered in: (i) the Province of Ontario; and (ii) any other Province/Territory listed in Schedule "A" under Locations of Collateral.

3. **Debtor – Legal Entity**

   The Debtor is assumed to be a Corporation in the standard template. Where the Debtor is not a corporation but a partnership, use the following variations, in the signature blocks.

   General Partnership

   A partnership may be a general or a limited partnership. For a general partnership describe it by naming each partner, followed by the name of the partnership as follows:

   "X" and "Y" carrying on business in partnership as "P"

   The signature block is to be set out as follows:

   [Partner Name] and [Partner Name],
   carrying on business in partnership as [Partnership Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Limited Partnership

   A limited partnership is intended to create limited liability for the limited partners and therefore it carries on business by the actions of a general partner. The general partner is named after the reference to the name of the limited partnership:

   "X Limited Partnership" by its general partner, "GP"

   The signature block is to be set out as follows:

   [Limited Partnership Name] , by its general partner.
   [General Partner Name]

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

   Trust

   Where the Debtor is a trust, use the following signature block and describe the trust using its full legal name:

   [Name of Trust] , by its authorized trustees

   Per: _____
   Name:
   Title:

   Per: _____
   Name:
   Title:

HSBC

HSBC Bank Canada

GENERAL SECURITY AGREEMENT (Ontario)

This Agreement made as of the 23 day of April, 2019.

Between:

2597370 Ontario Inc. (hereinafter called the '**Debtor**')

(Name of Debtor)

6855 Columbus Road, Mississauga, ON, L5T 2G9

(Address)

And: **HSBC Bank Canada** (hereinafter called the '**Bank**')

4500 Highway 7, Suite 200, Woodbridge, ON, L4L 4Y7

(Address)

As continuing security for the payment and performance of all Indebtedness (as defined below), the Debtor hereby enters into this Agreement with the Bank for valuable consideration and as continuing security for the payment and performance of all indebtedness and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, matured or unmatured, of the Debtor to the Bank, whether as principal or surety or indemnifier, together with all expenses (including legal fees on a full indemnity basis) incurred by or on behalf of the Bank, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Bank in respect of such indebtedness, liabilities and interest thereon (all of which present and future indebtedness, liabilities, expenses and interest are herein collectively called the "**Indebtedness**").

For the purposes of this Agreement:

"**Business Day**" means a day, (other than a Saturday, Sunday or statutory or civic holiday) upon which the Bank is open for business at the Branch of the Bank described above.

"**Collateral**" means all the present and future property, assets and undertaking of the Debtor mortgaged, charged, pledged, assigned, hypothecated, transferred or otherwise made subject to the Security Interest pursuant to this Agreement.

"**Contractual Right**" means any agreement, right, franchise, licence, authorization, approval, privilege or permit (a) to which the Debtor is now or hereafter becomes a party, (b) in which the Debtor now or hereafter has any interest or (c) of which the Debtor is or hereafter becomes a beneficiary.

"**Credit Agreement**" means the facility letter, commitment letter, credit agreement or other loan document, if any, between the Debtor and the Bank setting out the terms and conditions under which the Bank might provide loans or other credit to the Debtor, as it may be amended, extended, restated or replaced from time to time.

"**Encumbrances**" means any lien, charge, mortgage, security interest, hypothec, other encumbrance or adverse claim to any property, assets or undertaking.

"**Intellectual Property**" means all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Debtor now or in the future has any right, title or interest, including without limitation any industrial or intellectual property specifically listed or otherwise described in **Schedule "C"** hereto.

"**Investment Collateral**" means all present and future Investment Property (as such term is defined in the PPSA) and Financial Assets (as such term is defined in the STA) of the Debtor, including all present and future options and warrants of the Debtor and all other rights and entitlements arising therefrom or related thereto, and the Debtor's present and future interests in partnerships, limited partnerships, limited liability partnerships and limited liability companies, and including all substitutions for any of the foregoing and dividends and income derived therefrom or payable in connection therewith.

"**Permitted Encumbrances**" means any and all liens, charges, mortgages, security interests, hypothecs and other encumbrances which affect all or any portion of the Collateral and which have been consented to in writing by the Bank which, as at the date hereof, are the liens, charges, mortgages, security interests, hypothecs and other encumbrances (if any) listed in **Schedule "B"** hereto.

"**Person**" means as the context requires any individual, partnership, firm, company, corporation, unlimited liability corporation or other body corporate, government, governmental body, agency or trust.

"**PPSA**" means the *Personal Property Security Act* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

"**Receiver**" has the meaning provided for in Section 28 below.

"**Security Interest**" has the meaning provided for in Section 1 below.

"**STA**" means the *Securities Transfer Act, 2006* (Ontario) as amended from time to time and any legislation substituted therefor and any amendments thereto.

Unless otherwise defined herein, all other capitalized terms used herein shall have the meanings ascribed to them in the PPSA.

A. Grant of Security Interests

1. As continuing security for the payment and performance of all Indebtedness, the Debtor hereby mortgages, charges, pledges, assigns, hypothecates, transfers and grants a security interest (collectively, the "**Security Interest**") to the Bank in all of the Debtor's right, title and interest in and to its present and after-acquired property, assets and undertaking of whatsoever nature and kind and wherever situate, including:

   (a) all present and future Equipment of the Debtor, including all of its present and future machinery, fixtures, plant, tools, furniture, apparatus, plant furniture, fixtures, books, records, documents, vehicles of any nature, kind or description, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating to the forgoing;

   (b) all present and future Inventory of the Debtor of whatever kind and wherever situate, including all of its present and future raw materials, materials used or consumed in its business, work-in-progress, finished goods, goods used for packing and goods acquired or held for sale or lease or that have been leased or furnished or that are to be furnished under contracts of rental or service, and all accessions to any of the foregoing, including all spare parts and accessories installed in or affixed or attached to any of the foregoing;

   (c) all present and future Intangibles of the Debtor, including all of its present and future Accounts and other amounts receivable, book debts, all Contractual Rights, goodwill, Intellectual Property and choses in action of every nature and kind howsoever arising or secured including, without limitation, letters of credit, guarantees and advices of credit which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor;

   (d) all present and future Documents of Title, Chattel Paper, Instruments and Money of the Debtor;

   (e) all present and future Investment Collateral;

   (f) all present and future real property, personal property, assets, and undertaking of the Debtor of any nature or kind, including all real property, personal property, assets and undertaking at any time owned, leased or licenced by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor is or may at any time become entitled (other than the property, assets and undertaking of the Debtor validly pledged or assigned or subjected to a valid mortgage, charge, hypothec or Security Interest by subsection 1(a), (b), (c), (d) or (e) hereof and subject to the exceptions hereinafter contained); and

   (g) all Proceeds arising from the property, assets and undertaking of the Debtor referred to in this section 1, together with insurance proceeds and any other payment representing indemnity or compensation for loss of expropriation or damage thereto.

2. The Security Interest hereby created shall not extend or attach to: (i) any property held in trust by the Debtor and lawfully belonging to others; or (ii) any property of the Debtor that constitutes consumer goods for the personal use of the Debtor; or (iii) the last day of the term of any lease, (oral or written) or agreement therefor, now held or hereafter acquired by the Debtor, whether falling within the general or particular description of the Collateral, shall be excluded from the scope of the Security Interest but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of such term upon trust to assign or dispose of the same to any Person acquiring such term upon the enforcement of the Security Interest.

3. Despite any other provision of this Agreement, the Security Interest shall not attach to any Contractual Right to the extent that the granting of the Security Interest therein would constitute a breach of, or permit any Person to terminate such Contractual Right, but the Debtor shall hold its interest in each such Contractual Right in trust for the Bank and shall, after the Security Interest shall have become enforceable, specifically assign each such Contractual Right to the Bank, or as the Bank may otherwise direct. The Debtor agrees that it shall, upon the request of the Bank, whether before or after the Security Interest has become enforceable, use all commercially reasonable efforts to obtain any consent required to permit any such Contractual Right to be subjected to the Security Interest, and the Security Interest shall attach to such Contractual Right following the receipt of such consent.

4. Despite any other provision of this Agreement, the interests granted to the Bank pursuant to this Agreement in the Debtor's existing and after-acquired trademarks shall be limited to the Bank's Security Interests therein.

B. Attachment

5. The Debtor warrants and acknowledges that subject to the provisions of Sections 2 and 3 above the Debtor and the Bank intend the Security Interest in existing Collateral to attach upon the execution of this Agreement; that value has been given by the Bank to the Debtor; that the Debtor has rights in such existing Collateral; the Debtor and the Bank have not postponed the time for attachment of the Security Interest on existing Collateral and that the Security Interest shall attach to existing Collateral upon the execution of this Agreement and that the Debtor and the Bank intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Debtor acquires rights in such after acquired Collateral.

C. Investment Collateral

6. Whenever any Investment Collateral is a Security that is a Certificated Security, an Uncertificated Security or a Security Entitlement, the Debtor shall, or shall cause the issuer of such Investment Collateral to, or shall cause the securities intermediary that holds such Investment Collateral to, take all steps as are necessary to give exclusive control over such Investment Collateral to the Bank in a manner satisfactory to the Bank.

7. All certificates representing Investment Collateral may remain registered in the name of the Debtor, but the Debtor shall, promptly at the request of the Bank, duly endorse such certificates in blank for transfer or execute stock powers of attorney in respect thereof and deliver such certificates or powers of attorney to the Bank; in either case with signatures guaranteed and with all documentation being in form and substance satisfactory to the Bank. Upon the request of the Bank:

   (a) the Debtor shall promptly cause the Investment Collateral to be registered in the name of the Bank or its nominee, and the Bank is hereby appointed the irrevocable attorney (coupled with an interest) of the Debtor with full power of substitution to cause any or all of the Investment Collateral to be registered in the name of the Bank or its nominee;

   (b) the Debtor shall promptly cause each securities intermediary that holds any Investment Collateral that is a Security Entitlement to record the Bank as the entitlement holder of such Investment Collateral; and

   (c) the Debtor shall promptly:

      (i) cause a Security Certificate to be issued for any Investment Collateral that is in the form of an Uncertificated Security or a Security Entitlement;

      (ii) endorse such Security Certificate in blank;

      (iii) deliver such Security Certificate to the Bank; and

      (iv) take all other steps necessary to give exclusive control over such Certificated Security to the Bank, in a manner satisfactory to the Bank.

8. Until further notice is given by the Bank to the Debtor terminating such rights of the Debtor, the Debtor shall be entitled to exercise all voting rights attached to the Investment Collateral and give consents, waivers and ratifications in respect thereof; provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of the Bank or which would have the effect of reducing the value of the Investment Collateral as security for the Indebtedness, or imposing any restriction on the transferability of any of the Investment Collateral. All such rights of the Debtor to vote and give consents, waivers and ratifications shall cease immediately upon receipt by the Debtor of such notice by the Bank.

9. All dividends, distributions, interest and other income in respect of Investment Collateral and all proceeds received by the Debtor in respect of Investment Collateral may be received by the Debtor in the ordinary course and distributed in the ordinary course to the Debtor's shareholder or shareholders until further notice by the Bank. Upon receipt by the Debtor of such notice, the Debtor shall not be entitled to retain or distribute to its shareholder or shareholders any such dividends, distributions, interest or other income or proceeds and, if any such amounts are received by the Debtor after the Debtor receives such notice by the Bank, the Debtor shall hold such amounts in trust, as trustee for the Bank, and the Debtor shall forthwith pay such amounts to the Bank, to be applied to reduce the Indebtedness or, at the option of the Bank, to be held as additional security for the Indebtedness.

10. The responsibility of the Bank in respect of any Investment Collateral held by the Bank shall be limited to exercising the same degree of care which it gives valuable property of the Bank at the Bank's office where such Investment Collateral is held. The Bank shall not be bound under any circumstances to realize on any Investment Collateral or allow any Investment Collateral to be sold, or exercise any option or right attaching thereto, or be responsible for any loss occasioned by any sale of Investment Collateral or by the retention or other refusal to sell the same; nor shall the Bank be obliged to collect or see to the payment of interest or dividends thereon but, subject to section 9, all such interest and dividends, if and when received by the Debtor, shall be held by the Debtor in trust for the Bank and shall be forthwith paid to the Bank.

D. Representations and Warranties of Debtor

11. The Debtor hereby represents and warrants to the Bank that:

(a) the Debtor has the capacity and authority to incur the Indebtedness, to create the Security Interest and to execute and deliver and perform its obligations under this Agreement;

(b) the execution and delivery of this Agreement and the performance by the Debtor of its obligations hereunder (including, without limitation, the repayment of the Indebtedness) have been duly authorized by all necessary proceedings;

(c) this Agreement constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;

(d) the Collateral is genuine and except for the Security Interest and any Permitted Encumbrances, the Collateral is owned by the Debtor free from any mortgage, charge, lien, pledge, security interest or other encumbrance or claim whatsoever;

(e) the jurisdiction in which the Debtor is located for purposes of the PPSA and under which the Debtor is incorporated, continued, amalgamated or otherwise organized is the Province or Territory identified in **Schedule "A"** of this Agreement;

(f) the Debtor does not keep tangible Collateral at any location(s) except the location(s) listed in **Schedule "A"** hereto other than tangible Collateral in transit to or from such locations;

(g) the Debtor has made all necessary filings, registrations and recordations to protect all of its right, title and interest in the presently held Intellectual Property including all relevant renewals; and all such filings, registrations and recordations have been duly and properly made and are in full force and effect and are not subject to dispute by any governmental authority or agency;

(h) all Contractual Rights relating to or affecting the presently held Intellectual Property are in good standing;

(i) the Debtor owns directly or is entitled to use by Contractual Right or otherwise all of the presently held Intellectual Property;

(j) no litigation is pending or threatened which contains allegations respecting the validity, enforceability, infringement or ownership of any of the Intellectual Property, including any of right, title or interest of the Debtor in the presently held Intellectual Property;

(k) **Schedule "C"** hereto contains a complete and accurate list of all of the presently registered Intellectual Property of the Debtor, including all registered patents, trademarks and copyrights of the Debtor; and

(l) the Debtor has no Contractual Right which, because of the granting of the Security Interest therein, would be breached or could be terminated, except for any such Contractual Rights if any, identified to the Bank in writing, which schedule contains an accurate description of all such Contractual Rights, the parties thereto, and any provisions thereof which would be so breached or which would result in such a termination right.

E. Covenants and Agreements of Debtor

12. The Debtor hereby covenants and agrees with the Bank that at all times while this Agreement remains in effect, it shall:

(a) pay or perform the Indebtedness when due;

(b) not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise (provided however that the Inventory of the Debtor may be sold or disposed of in the ordinary course of the Debtor's business and for the purpose of carrying on the same) and if the amounts on or in respect of the Collateral or Proceeds thereof shall be paid to the Debtor, the Debtor shall receive the same in trust for the Bank and forthwith pay over the same to the Bank upon request;

(c) not without the prior written consent of the Bank create or permit any Encumbrances upon or assign or transfer as security or pledge or hypothecate as security the Collateral except to the Bank;

(d) at all times have and maintain insurance over the Collateral against risks of fire (including extended coverage), theft, and such risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions. In the event that the Debtor fails to pay all premiums and other sums payable in accordance with the foregoing insurance provision, the Bank may make such payments to be repayable by the Debtor on demand and any such payments made by the Bank shall comprise part of the Indebtedness and be secured hereby;

(e) keep the Collateral in good condition and repair according to the nature and description thereof, and the Bank may, whenever it deems necessary, either in person or by agent, inspect the Collateral and the reasonable cost of such inspection shall be paid by

the Debtor and comprise part of the Indebtedness and be secured hereby and the Bank may make repairs as it deems necessary and the cost thereof shall be paid by the Debtor and comprise part of the Indebtedness and be secured hereby;

(f) duly pay all taxes, rates, levies, assessments and other impositions and charges of every nature and kind which may now or hereafter be lawfully levied, assessed or imposed on or in respect of the Debtor or the Collateral (or any of it), including those which could result in the creation of a statutory lien or deemed trust or other Encumbrance affecting the Debtor or the Collateral, as and when the same become due and payable;

(g) permit the Bank, at any time, whether before or after the Security Interest shall have become enforceable, to notify any account debtor of the Debtor of the Security Interest, require such account debtor to make payment to the Bank, take control of any Proceeds of Collateral and may hold all amounts received from any account debtor and any Proceeds as part of the Collateral and as security for the Indebtedness;

(h) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral, including all filings, registrations and recordations necessary or desirable in respect of patents, trade-marks, copyrights and industrial designs included in the Intellectual Property;

(i) defend the Collateral against any actions, claims and demands of any Person (other than the Bank) claiming the Collateral (or any of it) or an interest therein;

(j) maintain its corporate existence and file or cause to be filed any returns, documents or other information necessary to preserve such corporate existence;

(k) notify the Bank of any loss or damage to the Collateral, any change in any information provided in this Agreement (including the schedules hereto) or any actual or potential claim or Encumbrance affecting the Debtor, the Collateral or the Security Interest;

(l) prevent any Collateral from becoming an accession to any personal property not subject to the Security Interest, or becoming affixed to any real property;

(m) deliver to the Bank, at the Bank's request, duly endorsed and/or accompanied by such assignments, transfers, powers of attorney or other documents as the Bank may request, all items of the Collateral comprising Chattel Paper, Instruments, Investment Collateral and Documents of Title;

(n) pay, on demand by the Bank, all costs and expenses (including all legal fees on a full indemnity basis) incurred by the Bank in the preparation, perfection, administration and enforcement of this Agreement (including expenses incurred in considering, protecting or improving the Bank's position, or attempting to do so, whether before or after default) and all such costs and expenses shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest;

(o) preserve the Debtor's rights, powers, licences, privileges, franchises and goodwill, comply with all applicable laws, regulations and orders (including environmental laws, regulations and orders) affecting the Debtor or the Collateral and conduct its business in a proper and efficient manner so as to protect the Collateral, the Security Interest and the business and undertaking of the Debtor;

(p) without limiting the generality of any of the forgoing, perform all covenants required of the Debtor under any Contractual Right relating to or affecting the Intellectual Property (or any of it), including promptly paying all required fees, royalties and taxes, to maintain each and every item of Intellectual Property in full force and effect, and vigorously protect, preserve and maintain all of the value of, and all of the right, title and interest of the Debtor in, all Intellectual Property, by way of the prosecution of or defence against suits concerning the validity, infringement, enforceability or ownership of the Intellectual Property (or any of it) or otherwise; and

(q) give the Bank at least 10 Business Days advance notice in writing of any proposed change to the Debtor's name, location, or its governing jurisdiction.

13. The Debtor shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, transfer, assignment, assurance, document or instrument as the Bank may reasonably require for the better granting, mortgaging, charging, assigning, hypothecating and transferring unto the Bank the property, assets and undertaking hereby subjected or intended to be subject to the Security Interest or which the Debtor may hereafter become bound to mortgage, charge, assign, hypothec, transfer or subject to the Security Interest in favour of the Bank for the better accomplishing and effectuating of this Agreement and the provisions contained herein and each and every officer of the Bank is irrevocably appointed, coupled with an interest, to execute in the name and on behalf of the Debtor any document or instrument for the said purposes.

14. The Debtor shall permit the Bank at any time, either in person or by agent, to inspect the Debtor's books and records pertaining to the Collateral. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request including, without limitation, lists of Inventory and Equipment and lists of Accounts showing the amounts owing upon each Account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the Accounts.

15. The Debtor acknowledges and agrees that:

(a) in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term 'Debtor' when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, that this Agreement shall continue in full force and effect and shall be binding on the amalgamated corporation, such that the Security Interest granted hereby:

(i) shall continue to charge all Collateral of the Debtor and extend and attach to 'Collateral' (as that term is herein defined) owned by each of the other amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any 'Collateral' thereafter owned or acquired by the amalgamated corporation; and

(ii) shall continue to secure the 'Indebtedness' (as that term is herein defined) of each of the amalgamating corporations including the Debtor and the amalgamated corporation to the Bank at the time of amalgamation and any 'Indebtedness' of the amalgamated corporation to the Bank thereafter arising.

(b) The term "**Indebtedness**" shall include all such Indebtedness of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(c) The term "**Collateral**" shall include all such property, assets and undertaking of the Debtor, the other amalgamating corporations and the amalgamated corporation.

(d) All defined terms and other provisions of this Agreement shall be deemed to have been amended to reflect such amalgamation, to the extent required by the context.

(e) The parties agree to execute and deliver all such further documents and assurances as may be necessary or desirable in connection with the foregoing.

F. Default

16. Without prejudice to any right which the Bank may now or hereafter have to demand payment of any of the Indebtedness at any time, the Indebtedness shall, at the option of the Bank, become payable and the Security Interest shall become enforceable in each and every of the following events:

(a) if the Debtor defaults in the payment of any of the Indebtedness when due;

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

(c) if there occurs an Event of Default (as defined by the Credit Agreement) or if the Debtor defaults in the observance or performance of any covenant, written agreement or undertaking heretofore or hereafter given by the Debtor to the Bank, whether contained herein or not;

(d) if an order is made or a resolution passed for the winding-up, liquidation or dissolution of the Debtor, or if a petition is presented or filed for the winding-up of the Debtor, whether pursuant to the *Winding-up and Restructuring Act* (Canada) or otherwise;

(e) if the Debtor ceases or threatens to cease to carry on business or makes a bulk sale of its assets, or if a Receiver or trustee for the Debtor or any of its property or assets is appointed (whether privately or by court order);

(f) if the Debtor becomes insolvent or commits or threatens to commit any act of bankruptcy or if the Debtor makes an assignment or proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy or if a bankruptcy petition is filed or presented against the Debtor or if the Debtor otherwise becomes subject to proceedings under the *Bankruptcy and Insolvency Act* (Canada), *Companies' Creditors Arrangement Act* (Canada), the *Winding Up and Restructuring Act*, the or any other bankruptcy, insolvency or analogous law in any jurisdiction for relief as a debtor;

(g) if any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or if the Debtor seeks relief or consents to the filing of a petition against it under any law which involves any compromise of any creditor's rights against the Debtor;

(h) if an execution or any other process of any court becomes enforceable against the Debtor or if a distress or analogous process is initiated or levied against or upon the Collateral or any part thereof;

(i) if the Debtor permits any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge on any Collateral in priority to the Security Interest to remain unpaid after proceedings have been taken to enforce such charge;

(j) if any representation or warranty made by the Debtor or any of its officers, employees or agents to the Bank shall be false or inaccurate in any material respect;

(k) if the Debtor defaults in the observance or performance of any provision relating to the indebtedness or liability of the Debtor to any creditor or other Person, other than the Bank, and thereby enables such creditor or other Person to demand payment of such indebtedness; or

(l) if any licence, permit or approval required by any law, regulation or governmental policy or any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled.

17. The Bank may in writing waive any breach by the Debtor of any of the provisions contained herein or any default by the Debtor in the observance or performance of any covenant or condition required by the Bank to be observed or performed by the Debtor; provided that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom.

G. Remedies of the Bank

18. Whenever the Security Interest shall have become enforceable as described in Section 16 above, and so long as it shall remain enforceable, the Bank may proceed to realize the Security Interest and the Collateral and to enforce its rights by doing any one or more of the following:

(a) entering upon the Collateral and any lands and premises where any Collateral is or may be located;

(b) taking possession of Collateral by any method permitted by law;

(c) occupying any lands and premises owned or occupied by the Debtor and using all or any part of such lands and premises and the Equipment and other Collateral located thereon;

(d) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Collateral;

(e) collecting, selling or otherwise dealing with any Accounts or other amounts receivable of the Debtor, including notifying any person obligated to the Debtor in respect of an Account, Chattel Paper, Investment Collateral or Instrument to make payment to the Bank of all present and future amounts due thereon;

(f) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Bank shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Bank shall be added to the Indebtedness and shall be secured by the Security Interest;

(g) collecting any rents, income, and profits received in connection with the business of the Debtor or the Collateral, without carrying on such business;

(h) exercising all voting rights attached to any Collateral constituting Investment Collateral (whether or not registered in the name of the Bank or its nominee) and giving or withholding all consents, waivers and ratifications in respect thereof and otherwise acting with respect thereto as though it were the absolute owner thereof;

(i) exercising any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any Collateral constituting Investment Collateral as if it were the absolute owner thereof including the right to exchange at its sole discretion any and all of such Investment Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer thereof, or upon the exercise by any issuer of any right, privilege or option pertaining to any such Investment Collateral, and in connection therewith, to deposit and deliver any such Investment Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine in its sole discretion, all without liability except to account for property actually received by it;

(j) complying with any limitation or restriction in connection with any proposed sale or other disposition of Collateral constituting Investment Collateral as may be necessary in order to comply with applicable law or regulation or any policy imposed by any stock exchange, securities commission or other governmental or regulatory authority or official, and the Debtor agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, and the Bank shall not be liable or accountable to the Debtor for any discount in the sale price of any such Investment Collateral which may be given by reason of the fact that such Investment Collateral are sold in compliance with any such limitation or restriction;

(k) carrying on the business of the Debtor or any portion thereof;

(l) exercising any and all of the rights and remedies granted pursuant to the PPSA and any other applicable legislation, or otherwise available at law or in equity including by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity;

(m) demanding, commencing, continuing or defending any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and giving valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the accounts or other amounts receivable of the Debtor or any other obligation of any third party to the Debtor;

(n) borrowing money for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Debtor, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;

(o) accepting the Collateral in satisfaction of the Indebtedness;

(p) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;

(q) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof; and

(r) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.

19. Any Receiver appointed by the Bank may be any Person or Persons (including one or more officers or employees of the Bank), and the Bank may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Bank provided in this Agreement including, without limitation, the power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, further charge the Collateral in priority to the Security Interests as security for money so borrowed, and sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine. The Bank shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of any lands and premises of the Debtor and in carrying on the Debtor's business, unless the Bank expressly specifies in writing that the Receiver shall be agent for the Bank for one or more purposes. Without limiting the generality of the forgoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Bank as the Bank may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Bank acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.

20. Without limiting the ability of the Bank or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor to the fullest extent permitted by applicable law. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Bank or any Receiver appointed by the Bank may, in its sole discretion, deem advantageous and may take place whether or not the Bank or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Bank.

21. The Bank shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.

22. No right, power or remedy of the Bank (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.

23. The Debtor agrees, without diminishing the covenant in section 12(n) above, and in furtherance thereof, to pay to the Bank, forthwith on demand by the Bank, all costs and expenses incurred by the Bank in connection with the exercise by the Bank of its rights, powers and remedies hereunder, including:

(a) any costs and expenses incurred by the Bank in taking, holding, moving, storing, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;

(b) any legal fees and expenses incurred by the Bank in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Indebtedness;

(c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and

(d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Bank (including any legal fees and expenses incurred by any such Receiver, agent or consultant).

All such sums shall bear interest at the highest rate applicable to the Indebtedness, shall form part of the Indebtedness and shall be secured by the Security Interest.

24. Any and all payments made in respect of the Indebtedness from time to time and moneys realized from any Collateral (including moneys realized on any enforcement of this Agreement) may be applied to such part or parts of the Indebtedness as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit and to re-apply the same on any other part or parts of the Indebtedness as the Bank may see fit, notwithstanding any previous application by whomsoever made.

25. The Debtor shall remain liable for all Indebtedness that is outstanding following realization of all or any part of the Collateral.

26. The Bank may pay the whole or any part of any liens, taxes, rates, charges or Encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Indebtedness, shall bear interest at the highest rate applicable to the Indebtedness, and shall be secured by the Security Interest. Whenever the Bank pays any such lien, tax, rate, charge or Encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

27. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this Agreement, the Bank may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Bank will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Bank incurred in connection with any such performance or compliance shall be payable by the Debtor to the Bank on demand, form part of the Indebtedness, bear interest at the highest rate applicable to the Indebtedness and be secured by the Security Interest.

28. The term 'Receiver' as used in this Agreement includes a receiver and manager, a receiver, a liquidator, a custodian, monitor, or consultant whether appointed by the Bank by instrument in writing or appointed pursuant to a court order.

H. Rights of the Bank

29. The Debtor grants to the Bank the right to set off against any and all accounts, credits or balances maintained by it with the Bank, the aggregate amount of any of the Indebtedness (or any portion thereof) when the same shall become due and payable whether at maturity, upon acceleration of maturity thereof or otherwise.

30. The Bank, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from and may otherwise deal with the Debtor and all other Persons and securities as the Bank may see fit.

31. The Bank may, without the consent of the Debtor, assign, transfer and deliver any of the Indebtedness, or the Security Interests, or any security or any documents or instruments held by the Bank in respect thereof to any transferee provided that no such assignment, transfer or delivery shall release the Debtor from any of the Indebtedness; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or Indebtedness hereunder without the prior written consent of the Bank.

I. Miscellaneous

32. This Agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document or instrument now or hereafter held by the Bank or existing at law in equity or by statute. This Agreement is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Indebtedness shall be at any time or from time to time fully satisfied or paid.

33. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness of the Debtor to the Bank.

34. This Agreement shall be binding upon the Debtor and its heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Debtor and shall enure to the benefit of the Bank and its successors and assigns.

35. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this Agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.

36. The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

37. Any notice, demand, statement or other communication permitted or required to be given hereunder shall be in writing and may be effectively given by delivering it to the address(es) hereinafter set forth or by sending the same by facsimile to such address(es). Any notice, demand or other communication so given prior to 5:00 p.m. (Toronto time) on a Business Day by personal delivery or by fax shall be deemed to have been given, received and made on such Business Day and if so given after 5:00 p.m. (Toronto time) on a Business Day or a day which is not a Business Day, such notice, demand, statement or other communication shall be deemed to have been given, received and made on the next following Business Day. The addresses of the parties for the purposes hereof shall be:

(a) in the case of the Bank, addressed as follows:

HSBC Bank Canada
4500 Highway 7, Suite 200, Mississauga, ON L4L 4Y7

Attention John Rudnick
Fax Number:

(b) in the case of the Debtor, addressed as follows:

2597370 Ontario Inc.
6855 Columbus Road, Mississauga, ON L5T 2G9

Attention
Fax Number:

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

38. Where any provision or remedy contained or referred to in this Agreement is prohibited, modified or altered by the laws of any Province or Territory of Canada which governs that aspect of this Agreement and the provision or remedies may be waived or excluded by the Debtor in whole or in part, the Debtor hereby waives and excludes such provision to the fullest extent permissible by applicable law.

39. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of legal proceedings this Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this Agreement and the Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Debtor in the Courts of any other Province, country or jurisdiction.

40. References such as "**this Agreement**", "**hereof**", "**herein**", "**hereto**" and like references refer to this Agreement and any schedules, exhibits or appendices attached hereto from time to time, or described as comprising a part of this Agreement (all of which schedules, exhibits and appendices form a part of this Agreement) and not to any particular section, subsection, paragraph or other subdivision of this Agreement.

41. The word "**Debtor**", the personal pronoun "**it**" or "**its**" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "**successors**" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter).

42. Nothing herein (including the definition and use of the term Permitted Encumbrances) is intended or shall be deemed to subordinate the Security Interest to any Permitted Encumbrance or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.

43. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the determination, consent or approval of the Bank or is to be acceptable to the Bank, such determination, consent, approval or determination of acceptability will be in the sole discretion of the Bank, which means the Bank shall have sole and unfettered discretion, without any obligation to act reasonably. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "**including, without limitation**" and the use of the term "**includes**" shall mean "**includes, without limitation**".

44. In the event that any day, on or before which any action is required to be taken hereunder, is not a Business Day, then such action shall be required to be taken on or before the first Business Day immediately thereafter.

45. Time shall be of the essence of this Agreement.

46. Upon full, final and indefeasible payment and fulfillment by the Debtor, its successors or permitted assigns, of all Indebtedness and provided that the Bank is then under no obligation (conditional or otherwise) to make any further loans, advances or extend any other type of credit to the Debtor or to any other Person, the payment of which is secured, directly or indirectly, by this Agreement, the Bank shall, upon request in writing by the Debtor, delivered to the Bank at the Bank's address as set out in section 37 hereof and at the Debtor's expense, discharge this Agreement.

47. The Bank may in writing (and not otherwise) waive any default by the Debtor in the observance or performance of any provision of this Agreement; provided that no waiver by the Bank shall extend to or be taken in any manner whatsoever to affect any subsequent default, whether of the same or a different nature, or the rights resulting therefrom.

48. The Debtor agrees that the Bank may from time to time provide information concerning this Agreement (including a copy hereof), the Collateral and the Indebtedness to any Person the Bank in good faith believes is entitled thereto pursuant to applicable law.

49. The Debtor acknowledges having received an original executed copy of this Agreement and hereby waives, to the fullest extent permitted by applicable law, receipt of a copy of any financing statement or financing change statement filed at any time in respect of this Agreement or any verification statement in respect of the same.

50. This Agreement and any amendment, supplement, restatement or termination may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Any party hereto may deliver an executed copy of this Agreement by facsimile to the other parties hereto provided that in such event that party shall promptly deliver to the other parties hereto an originally executed copy of this Agreement.

51. The Debtor by its signature of this Agreement on the one hand and the Bank by making this Agreement available to the Debtor on the other hand acknowledge having expressly required it to be drawn up in the English language. *La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant ledit cautionnement à la disposition des garants d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langue anglaise.*

This Agreement has been duly executed by the Debtor on the 23 day of April, 2019.

FOR A CORPORATION

2597370 ONTARIO INC.
(Full Legal Name of Corporation)

Per: _____
(Authorized Signatory)

Name: Vikram Dua

Title: President

Per: _____
(Authorized Signatory)

Name: _____

Title: _____

C/S

FOR AN INDIVIDUAL

Witness:

_____
Signature of Witness

Name: _____

Address: _____

Debtor:

_____ I/s
Signature of Debtor

Name: _____

Address: _____

Full Name and Address *For Individual, insert first given name, initial of second given name, if any, then surname.*	**Date of Birth** *MM/DD/YY*	**Sex** *M/F*

Schedule 'A'

Location of the Debtor:
[NOTE: List all Provinces and/or Territories of: (i) the Debtor's incorporation, amalgamation or other organization; and (ii) the Debtor's places of business.]

6855 Columbus Road
Mississauga, ON

Locations of Collateral:
[NOTE: List all municipal addresses and Provinces and/or Territories in which any of the Collateral is located.]

6855 Columbus Road
Mississauga, ON

Schedule 'B'

Permitted Encumbrances:

"**Permitted Encumbrances**" includes:

(a) liens for taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(b) undetermined or inchoate liens, rights of distress, and charges incidental to current operations which have not at such time been filed or exercised and of which the Lender has not been given notice, or which relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(c) Encumbrances resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workmen's compensation, unemployment insurance, surety or appeal bonds, or costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;

(d) security given to a public utility or any governmental authority when required by that utility or governmental authority in connection with the operations of the business in the ordinary course of its business;

(e) an Encumbrance, the value of which cannot exceed $50,000, created by a judgment of a court of competent jurisdiction, as long as that judgment is being contested diligently and in good faith by appropriate proceedings;

(f) an Encumbrance securing debt incurred to finance the acquisition of personal property, provided that: (i) it is created substantially simultaneously with the acquisition of such fixed assets; (ii) it does not at any time encumber any property other than the property financed by such debt and proceeds thereof; (iii) the amount of debt secured by it is not increased subsequent to that acquisition; and (iv) the principal amount of debt secured by it at no time exceeds 100% of the original purchase price of that property at the time it was acquired, and for the purposes of this definition the term "acquisition" shall include a capital lease, and the term "acquire" shall have a corresponding meaning; and

(g) Encumbrances registered under the PPSA existing as of the date hereof.

Sections 12.(c) and 12.(k) of this General Security Agreement do not apply to Permitted Encumbrances.

Schedule 'C'

Intellectual Property of Debtor:

GUIDELINES FOR COMPLETION OF GENERAL SECURITY AGREEMENT

1. **Governing Jurisdiction**

   This General Security Agreement (Ontario) is to be used if the Debtor is located in the Province of Ontario.

2. **Registration of Personal Property Financing Statements**

   PPSA Financing Statements must be registered in: (i) the Province of Ontario; and (ii) any other Province/Territory listed in Schedule "A" under Locations of Collateral.

3. **Debtor – Legal Entity**

   The Debtor is assumed to be a Corporation in the standard template. Where the Debtor is not a corporation but a partnership, use the following variations, in the signature blocks.

General Partnership

A partnership may be a general or a limited partnership. For a general partnership describe it by naming each partner, followed by the name of the partnership as follows:

"X" and "Y" carrying on business in partnership as "P"

The signature block is to be set out as follows:

[Partner Name] and [Partner Name],
carrying on business in partnership as [Partnership Name]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Limited Partnership

A limited partnership is intended to create limited liability for the limited partners and therefore it carries on business by the actions of a general partner. The general partner is named after the reference to the name of the limited partnership:

"X Limited Partnership" by its general partner, "GP"

The signature block is to be set out as follows:

[Limited Partnership Name] , by its general partner.
[General Partner Name]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Trust

Where the Debtor is a trust, use the following signature block and describe the trust using its full legal name:

[Name of Trust] , by its authorized trustees

Per: _____
Name:
Title:

Per: _____
Name:
Title:

This is Exhibit “F” referred to in the Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

PUYA J. FESHARAKI

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 1
(5158)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.

FILE CURRENCY : 16MAY 2022

ENQUIRY NUMBER 20220517105027.50 CONTAINS 124 PAGE(S), 26 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

CONTINUED... 2

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER										
00	767851965										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		01		001		20201119 1444 1530 7661	P	PPSA		6	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR										
03	NAME	BUSINESS NAME	LSI WHEELS INC.						ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS			MISSISSAUGA			ON	L5T 2G9	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR										
06	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.						ONTARIO CORPORATION NO.		
07		ADDRESS	6855 COLUMBUS			MISSISSAUGA			ON	L5T 2G9	
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA								
09		ADDRESS	70 YORK STREET 4TH FLOOR			TORONTO			ON	M5J 1S9	

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

	YEAR	MAKE	MODEL	V.I.N.
10 MOTOR VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT: D+H LIMITED PARTNERSHIP

17 ADDRESS: SUITE 200, 4126 NORLAND AVENUE — BURNABY — BC — V5G 3S8

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 3
(5160)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		003		20201203 1933 1531 4357	

21 RECORD REFERENCED — FILE NUMBER 767851965

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR
24 BUSINESS NAME — LSI WHEELS INC.

25 OTHER CHANGE REASON/ DESCRIPTION
26 1. ADD THE FOLLOWING TO GENERAL COLLATERAL -
27 ISAAC INSTRUMENT IN VIEW CAMERAS
28 ISAAC INSTRUMENT METRICS

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME — ONTARIO CORPORATION NO.
06
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2021	FREIGHTLINER	M2-106	1FVACXFA2MHMV2550
12 VEHICLE	2021	FREIGHTLINER	M2-106	1FVACXFA4MHMV2551

13 GENERAL
14 COLLATERAL
15 DESCRIPTION — ADD THE FOLLOWING -
ISAAC INSTRUMENT IN VIEW CAMERAS
ISAAC INSTRUMENT METRICS

16 REGISTERING AGENT OR — CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 4126 NORLAND AVENUE — BURNABY — BC — V5G 3S8

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 4
(5161)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02	003		20201203 1933 1531 4357	

21 RECORD REFERENCED — FILE NUMBER: 767851965

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR
24 BUSINESS NAME

25 OTHER CHANGE REASON/ DESCRIPTION
26 2. ADD SERIAL COLLATERALS-
27 2021 FREIGHTLINER M2-106 SERIAL NUMBER 1FVACXFA2MHMV2550,
28 2021 FREIGHTLINER M2-106 SERIAL NUMBER 1FVACXFA4MHMV2551,

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME | ONTARIO CORPORATION NO.
06
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 5
(5162)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF PAGES | TOTAL MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 03 003 20201203 1933 1531 4357

21 RECORD REFERENCED | FILE NUMBER 767851965 | RENEWAL YEARS | CORRECT PERIOD
PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED
22 FIRST GIVEN NAME | INITIAL | SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR | BUSINESS NAME

25 OTHER CHANGE
26 REASON/ DESCRIPTION 3. ADD MOTOR VEHICLE INCLUDED TO LINE 10
27
28
02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE | BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR MATURITY DATE | NO FIXED MATURITY DATE
10
YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT | ADDRESS

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 6
(5163)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220411 1932 1531 9231	

21 RECORD REFERENCED — FILE NUMBER: 767851965

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	C DISCHARGE		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR
24 BUSINESS NAME: LSI WHEELS INC.

25 OTHER CHANGE REASON/ DESCRIPTION
26
27
28

02/05 DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03/06 DEBTOR/ TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10 YEAR | MAKE | MODEL | V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION
12
13
14
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 7
(5164)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	015		20201106 1934 1531 7230	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				

03 BUSINESS NAME: LSI WHEELS INC. — ONTARIO CORPORATION NO.:
04 ADDRESS: 6855 COLUMBUS — MISSISSAUGA — ON — L5T 2G9

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				

06 BUSINESS NAME: LOAD SOLUTIONS INC. — ONTARIO CORPORATION NO.:
07 ADDRESS: 6855 COLUMBUS — MISSISSAUGA — ON — L5T 2G9

08 SECURED PARTY / LIEN CLAIMANT: HSBC BANK CANADA
09 ADDRESS: 70 YORK STREET 4TH FLOOR — TORONTO — ON — M5J 1S9

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532CXMT400045
12		2021	HYUNDAI	THERMOTECH	3H3V532C2MT596028

13 GENERAL COLLATERAL DESCRIPTION: 15 NEW 2021 HYUNDAI THERMOTECH AIR RIDE
14 WITH 2020 CARRIER 7500 REEFER UNITS
15 REEFER SERIAL NOS.

16 REGISTERING AGENT: D+H LIMITED PARTNERSHIP
17 ADDRESS: SUITE 200, 4126 NORLAND AVENUE — BURNABY — BC — V5G 3S8

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 8
(5165)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C4MT596029
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C0MT596030

13	GENERAL	UAD91648872
14	COLLATERAL	UAD91649141
15	DESCRIPTION	UAD91648701

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 9
(5166)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER							
00	767503836							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		015		20201106 1934 1531 7230		

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

08	SECURED PARTY / LIEN CLAIMANT
09	ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C2MT596031
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C4MT596032

13	GENERAL COLLATERAL DESCRIPTION	UAD91649099
14		UAD91649135
15		UAD91649108

16	REGISTERING AGENT	
17		ADDRESS

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 10
(5167)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER								
00	767503836								
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		04	015		20201106 1934 1531 7230				
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.			
04		ADDRESS							
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.			
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

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

		YEAR	MAKE	MODEL	V.I.N
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C6MT596033
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C8MT596034

13	GENERAL COLLATERAL DESCRIPTION	UAD91649127
14		UAD91649098
15		UAD91649107

16	REGISTERING AGENT	
17	ADDRESS	

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 11
(5168)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532CXMT596035
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C5MT596038

13	GENERAL	UAD91648919
14	COLLATERAL	UAC91646944
15	DESCRIPTION	UAC91645884

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 12
(5169)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		06	015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V I N
11	MOTOR VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C5MT596041
12		2021	HYUNDAI	THERMOTECH	3H3V532C7MT596042

13	GENERAL COLLATERAL DESCRIPTION	UAD91648468
14		UAD91648481
15		UAD91648903

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 13
(5170)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		07		015		20201106 1934 1531 7230		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				

03 BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				

06 BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C8MT596048
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532CXMT596049

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 14
(5171)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		08	015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C6MT596050
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91648872

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 15
(5172)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		09	015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91649141
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91648701

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 16
(5173)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		10		015		20201106 1934 1531 7230		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				

03 BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				

06 BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE	2020	CARRIER	7500 REEFER	UAD91649099
12		2020	CARRIER	7500 REEFER	UAD91649135

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 17
(5174)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		11	015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91649108
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91649127

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 18
(5175)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		12	015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91649098
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91649107

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 19
(5176)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		13		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91648919
12	VEHICLE	2020	CARRIER	7500 REEFER	UAC91646944

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 20
(5177)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		14	015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V I N
11	MOTOR	2020	CARRIER	7500 REEFER	UAC91645884
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91648468

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 21
(5178)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER							
00	767503836							
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		15	015		20201106 1934 1531 7230			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
04		ADDRESS						
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91648481
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91648903

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 22
(5179)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220411 1932 1531 9230	

21 RECORD REFERENCED — FILE NUMBER 767503836 — RENEWAL YEARS — CORRECT PERIOD

PAGE AMENDED — NO SPECIFIC PAGE AMENDED — CHANGE REQUIRED — C DISCHARGE

22 X

FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME — LSI WHEELS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 — ONTARIO CORPORATION NO.
04/07 — ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR — MAKE — MODEL — V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — CANADIAN SECURITIES REGISTRATION SYSTEMS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 23
(5180)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER											
00	760084362											
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER				REGISTERED UNDER	REGISTRATION PERIOD	
01		001		3		20200212 1843 1902 2205			P	PPSA	04	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR											
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.							ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA				ON	L5T 2G9	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR											
06	NAME	BUSINESS NAME	LSI WHEELS INC.							ONTARIO CORPORATION NO.		
07		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA				ON	L5T 2G9	
08	SECURED PARTY / LIEN CLAIMANT		TRAVELERS LEASING LTD.									
09		ADDRESS	800-9900 KING GEORGE BLVD			SURREY				BC	V3T 0K7	

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V I N
11	MOTOR	2015	KENWORTH	T680	1XKYDP9X7FJ977482
12	VEHICLE	2015	KENWORTH	T680	1XKYDP9X9FJ977483

13	GENERAL COLLATERAL DESCRIPTION	SIX (6) USED 2015 KENWORTH T680'S S/N 1XKYDP9X7FJ977482, S/N
14		1XKYDP9X9FJ977483, S/N 1XKYDP9X0FJ977484, S/N 1XKYDP9X2FJ977485, S/N
15		1XKYDP9X4FJ977486, S/N 1XKYDP9X6FJ977487 TOGETHER WITH ALL
16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.
17	ADDRESS	201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 24
(5181)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
760084362

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	3		20200212 1843 1902 2205		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V I N
11	MOTOR VEHICLE	2015	KENWORTH	T680	1XKYDP9X0FJ977484
12		2015	KENWORTH	T680	1XKYDP9X2FJ977485

13 GENERAL COLLATERAL DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
14 ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM
15 DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 25
(5182)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	760084362							
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		003	3		20200212 1843 1902 2205			
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR							
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
04		ADDRESS						
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR							
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

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

		YEAR	MAKE	MODEL	V I N
11	MOTOR	2015	KENWORTH	T680	1XKYDP9X4FJ977486
12	VEHICLE	2015	KENWORTH	T680	1XKYDP9X6FJ977487

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

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.

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 26
(5183)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20210609 1620 1465 1669	

21 RECORD REFERENCED — FILE NUMBER: 760084362

RENEWAL YEARS | CORRECT PERIOD

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED F PART DISCH

22

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

24

25 OTHER CHANGE REASON/ DESCRIPTION

26

27

28

02/05 DEBTOR/ TRANSFEREE — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

03/06 BUSINESS NAME | ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	2015	KENWORTH	T680	1XKYDP9X0FJ977484

12

13

14

15

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: ESC CORPORATE SERVICES LTD. 201-1325 POLSON DRIVE VERNON BC V1T 8H2

17

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

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 27
(5184)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		2	X	20211015 1746 1465 1141	

21 RECORD REFERENCED — FILE NUMBER 760084362 — RENEWAL YEARS — CORRECT PERIOD

PAGE AMENDED — NO SPECIFIC PAGE AMENDED — CHANGE REQUIRED F PART DISCH

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME — LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME — ONTARIO CORPORATION NO.
06
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2015	KENWORTH	T680	1XKYDP9X9FJ977483
12 VEHICLE	2015	KENWORTH	T680	1XKYDP9X2FJ977485

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR — ESC CORPORATE SERVICES LTD.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 201-1325 POLSON DRIVE — VERNON — BC — V1T 8H2

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

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 28
(5185)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
00 760084362

	PAGE NO.	OF	TOTAL PAGES	REGISTRATION NUMBER
01	002		2	20211015 1746 1465 1141

	YEAR	MAKE	MODEL	V.I.N.
41	2015	KENWORTH	T680	1XKYDP9X4FJ977486
42	2015	KENWORTH	T680	1XKYDP9X6FJ977487
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 29
(5186)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER										
00	758616687										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		01		003		20191216 1709 1462 1441	P	PPSA		6	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR										
03	NAME	BUSINESS NAME	LSI WHEELS INC.						ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS RD.			MISSISSAUGA			ON	L5T2G9	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR										
06	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.						ONTARIO CORPORATION NO.		
07		ADDRESS	7294 MASON RD.			CAMBRIDGE			ON	N3C2V4	
08	SECURED PARTY / LIEN CLAIMANT		CANADIAN WESTERN BANK LEASING INC.								
09		ADDRESS	300, 606 4 STREET SW			CALGARY			AB	T2P1T1	

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
ASSIGNMENT AND POSTPONEMENT OF CREDITOR CLAIMS- ALL PRESENT AND FUTURE INDEBTEDNESS OF DEBTOR #1 TO DEBTOR #2, ALL OF WHICH IS ASSIGNED BY DEBTOR #2 TO THE SECURED PARTY AND POSTPONED TO THE

16 REGISTERING AGENT — CANADIAN WESTERN BANK
17 ADDRESS — 300, 606 4 STREET SW — CALGARY — AB — T2P1T1

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

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 30
(5187)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 758616687

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		003		20191216 1709 1462 1441	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				

03 BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				

06 BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: PRESENT AND FUTURE INDEBTEDNESS OF DEBTOR #1 TO THE SECURED PARTY,
14 TOGETHER WITH ALL EVIDENCE OF THE INDEBTEDNESS OF DEBTOR #1 TO
15 DEBTOR #2 AND ALL NEGOTIABLE INSTRUMENTS, SECURITIES, CHATTEL PAPER

16 REGISTERING AGENT: CANADIAN WESTERN BANK

17 ADDRESS: 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 31

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 31
(5188)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 758616687

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		003		20191216 1709 1462 1441	P PPSA	6

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
AND OTHER SECURITY HELD BY DEBTOR #2 IN CONNECTION WITH THE INDEBTEDNESS OF DEBTOR #1 TO DEBTOR #2.

16 REGISTERING AGENT CANADIAN WESTERN BANK
17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 32
(5189)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220425 1401 1462 5754	

21 RECORD REFERENCED — FILE NUMBER: 758616687

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		C DISCHARGE		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR
24 BUSINESS NAME: LSI LOGISTIX CANADA INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — CANADIAN WESTERN BANK
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 201, 12230 JASPER AVE NW EDMONTON AB T5N3K3

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

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 33
(5190)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER												
00	757717443												
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES			MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER				REGISTERED UNDER	REGISTRATION PERIOD	
01		001	3				20191119 1016 6005 5776			P	PPSA	05	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
02	DEBTOR												
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.								ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD				MISSISSAUGA				ON	L5T 2G1	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
05	DEBTOR												
06	NAME	BUSINESS NAME									ONTARIO CORPORATION NO.		
07		ADDRESS											
08	SECURED PARTY / LIEN CLAIMANT		CWB NATIONAL LEASING INC.										
09		ADDRESS	1525 BUFFALO PL (2966977)				WPG				MB	R3T 1L9	

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: ALL COMPUTER EQUIPMENT, SERVER BUILD, TOUCH SCREEN MONITOR, LAPTOP,
14 SCANSNAP, WIRELESS COMBO, WIRED HEADSET, DOC, MONITOR, SURFACE PRO,
15 LAPTOP BAG, CABLE SWITCH, SMART TV OF EVERY NATURE OR KIND DESCRIBED

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 34
(5191)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	757717443							
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		002	3		20191119 1016 6005 5776			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
04		ADDRESS						
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

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

	YEAR	MAKE	MODEL	V.I.N
11 MOTOR VEHICLE				
12				

13 GENERAL COLLATERAL DESCRIPTION
14 IN AGREEMENT NUMBER 2966977, BETWEEN THE SECURED PARTY AND THE
15 DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,
ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 35
(5192)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 757717443

CAUTION FILING | PAGE NO. | TOTAL NO. OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 003 3 20191119 1016 6005 5776

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
OR INDIRECTLY THEREFROM.

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 36
(5193)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1603 6005 0494	

21 RECORD REFERENCED — FILE NUMBER: 757717443

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: REWRITE
27
28

02/05 DEBTOR/ — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03/06 TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL COLLATERAL DESCRIPTION: AGREEMENT NUMBER AMENDED TO 2990809
13
14
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CWB NATIONAL LEASING INC.
17 1525 BUFFALO PL (2990809 WPG MB R3T 1L9

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

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 37
(5194)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	756528903										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD			
01		001	5		20191015 1556 1901 5089		P PPSA	06			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.					ONTARIO CORPORATION NO.			
04		ADDRESS	6855 COLUMBUS RD			MISSISSAUGA			ON	L5T 2G9	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME	LSI WHEELS INC.					ONTARIO CORPORATION NO.			
07		ADDRESS	6855 COLUMBUS RD			MISSISSAUGA			ON	L5T 2G9	
08	SECURED PARTY / LIEN CLAIMANT		BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.								
09		ADDRESS	102-1465 NORTH SERVICE RD E			OAKVILLE			ON	L6H 1A7	

COLLATERAL CLASSIFICATION									
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED	
10		X		X	X		14OCT2025		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2020	ISUZU	NRR	JALE5W166L7302805
12 VEHICLE	2020	ISUZU	NRR	JALE5W160L7302850

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PURSUANT TO LEASE AGREEMENT 50007676, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50007676 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT — ESC CORPORATE SERVICES LTD.
17 ADDRESS — 201-1325 POLSON DRIVE — VERNON — BC — V1T 8H2

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

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 38
(5195)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	756528903								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		002		5		20191015 1556 1901 5089			
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	7294 MASON ROAD			CAMBRIDGE (PUSLINCH)	ON	N3C 2V4	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE		
10										
	YEAR	MAKE	MODEL	V.I.N.						
11	MOTOR									
12	VEHICLE									

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

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,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
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(5196)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 756528903

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003	5		20191015 1556 1901 5089		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME			

03 BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME			

06 BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			

12

13 GENERAL COLLATERAL DESCRIPTION — EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,
14 ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF
15 TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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CERTIFICATE

REPORT : PSSR060
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(5197)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 756528903

CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 004 5 20191015 1556 1901 5089

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
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 1 2020

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 41

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 756528903

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		005	5		20191015 1556 1901 5089		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL	ISUZU NRR 2020 ISUZU 1 2020 ISUZU NRR 2020 ISUZU			
14	COLLATERAL				
15	DESCRIPTION				

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PSSR060
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(5199)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 755547912

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20190917 1339 1532 2132	P PPSA	05

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR NAME					
03	BUSINESS NAME	LOAD SOLUTIONS INC				ONTARIO CORPORATION NO.
04	ADDRESS	18 KNIGHTSBRIDGE RD			BRAMPTON	ON L6T 3X5
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR NAME					
06	BUSINESS NAME					ONTARIO CORPORATION NO.
07	ADDRESS					
08	SECURED PARTY / LIEN CLAIMANT	VW CREDIT CANADA INC.				
09	ADDRESS	4865 MARC-BLAIN ST., SUITE 300			ST-LAURENT	QC H4R 3B2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	X			X	X		58742.00		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2019	VOLKSWAGEN	ARTEON	WVWSR7AN1KE007689
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP			
17	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

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

CONTINUED... 43

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 43
(5200)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 749069424

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	005		20190313 1940 1531 8146	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR NAME								
03		BUSINESS NAME	LSI WHEELS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS			MISSISSAUGA	ON	L5T 2G9	
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06		BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.		
07		ADDRESS	6855 COLUMBUS			MISSISSAUGA	ON	L5T 2G9	
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA						
09		ADDRESS	70 YORK STREET 4TH FLOOR			TORONTO	ON	M5J 1S9	

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	LT625	3HSDZAPR0LN455788
12	VEHICLE	2020	INTERNATIONAL	LT625	3HSDZAPR5LN349157

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		D+H LIMITED PARTNERSHIP			
17		ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

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

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 44
(5201)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 749069424

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	005		20190313 1940 1531 8146		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V I N
11 MOTOR	2020	INTERNATIONAL	LT625	3HSDZAPR9LN440920
12 VEHICLE	2020	INTERNATIONAL	LT625	3HSDZAPR1LN439518

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 45
(5202)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER							
00	749069424							
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		03	005		20190313 1940 1531 8146			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
04		ADDRESS						
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	LT625	3HSDZAPR4LN443112
12	VEHICLE	2020	INTERNATIONAL	LT625	3HSDZAPR0LN493456

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 46
(5203)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
749069424

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04	005		20190313 1940 1531 8146		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V I N
11	MOTOR	2020	INTERNATIONAL	LT625	3HSDZAPR2LN432075
12	VEHICLE	2020	INTERNATIONAL	LT625	3HSDZAPR3LN426723

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 47

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

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RUN DATE : 2022/05/17
ID : 20220517105027.50

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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(5204)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 749069424

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05		005		20190313 1940 1531 8146		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	LT625	3HSDZAPR0LN426811
12	VEHICLE	2020	INTERNATIONAL	LT625	3HSDZAPR4LN428156

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 48

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 48
(5205)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220411 1932 1531 9229	

21 RECORD REFERENCED — FILE NUMBER 749069424

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	C DISCHARGE		

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LSI WHEELS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/05 DEBTOR/ TRANSFEREE — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME

03/06 BUSINESS NAME — ONTARIO CORPORATION NO.

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10 YEAR — MAKE — MODEL — V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR — CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 4126 NORLAND AVENUE — BURNABY — BC — V5G 3S8

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

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 49
(5206)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER												
00	749017674												
	CAUTION FILING	PAGE NO.	OF PAGES		MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER				REGISTERED UNDER		REGISTRATION PERIOD	
01		001	1			20190312 1309 1590 1845				P	PPSA	6	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
02	DEBTOR												
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.										
										ONTARIO CORPORATION NO.			
04		ADDRESS	6855 COLUMBUS ROAD				MISSISSAUGA					ON	L5T 2G9
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
05	DEBTOR												
06	NAME	BUSINESS NAME								ONTARIO CORPORATION NO.			
07		ADDRESS											
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA										
09		ADDRESS	4500 HIGHWAY 7, SUITE 200				WOODBRIDGE					ON	L4L 4Y7

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT — DEVRY SMITH FRANK LLP (CM)

17 ADDRESS — 100-95 BARBER GREENE RD. — TORONTO — ON — M3C 3E9

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

CONTINUED... 50

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 50
(5207)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20210122 1247 1590 2188	

21 RECORD REFERENCED — FILE NUMBER 749017674

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: TO RECORD CHANGE OF NAME OF DEBTOR
27
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME: LSI LOGISTIX CANADA INC
06 ONTARIO CORPORATION NO.
04/07 ADDRESS: 6855 COLUMBUS ROAD — MISSISSAUGA — ON — L5T 2G9

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — DEVRY SMITH & FRANK LLP (CM)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 100-95 BARBER GREENE RD. — TORONTO — ON — M3C 3E9

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

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 51
(5208)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 748725993

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	005		20190301 1438 1530 7123	P PPSA	8

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR NAME								
03		BUSINESS NAME	LSI WHEELS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS			MISSISSAUGA	ON	L5T 2G9	
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06		BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.		
07		ADDRESS	6855 COLUMBUS			MI	ON	L5T 2G9	
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA						
09		ADDRESS	407 8 AVENUE SW 10 FLOOR			CALGARY	AB	T2P 1E5	

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C5KR877024
12		2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C7KR877025

13	GENERAL COLLATERAL DESCRIPTION	TEN (10) NEW 2019 HYUNDAI COMPOSITE
14		AIR RIDE DRY VAN TRAILERS
15		SERIAL NO. 3H3V532C5KR877024

16	REGISTERING AGENT		D+H LIMITED PARTNERSHIP			
17		ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

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

CONTINUED... 52

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 52
(5209)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 748725993

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	005		20190301 1438 1530 7123		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N
11	MOTOR VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C1KR877036
12		2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C3KR877037

13	GENERAL COLLATERAL DESCRIPTION	3H3V532C7KR877025
14		3H3V532C1KR877036
15		3H3V532C3KR877037

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 53

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 53
(5210)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
748725993

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		005		20190301 1438 1530 7123		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C5KR877038
12	VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C7KR877039

13	GENERAL COLLATERAL DESCRIPTION	3H3V532C5KR877038
14		3H3V532C7KR877039
15		3H3V532C3KR877040

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 54

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 54
(5211)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
748725993

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04	005		20190301 1438 1530 7123		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V I N
11	MOTOR	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C3KR877040
12	VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C5KR877041

13	GENERAL	3H3V532C5KR877041
14	COLLATERAL	3H3V532C4KR877046
15	DESCRIPTION	3H3V532C6KR877047

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 55

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 55
(5212)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 748725993

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05		005		20190301 1438 1530 7123		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				

03 BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				

06 BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C4KR877046
12		2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C6KR877047

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 56

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 56
(5213)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220411 1932 1531 9228	

21 RECORD REFERENCED — FILE NUMBER 748725993

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	C DISCHARGE		

22

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME LSI WHEELS INC.

25 OTHER CHANGE REASON/ DESCRIPTION
26
27
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR — CANADIAN SECURITIES REGISTRATION SYSTEMS

17 SECURED PARTY/ LIEN CLAIMANT ADDRESS — 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 57

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 57
(5214)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER												
00	747678492												
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES		MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01		001		1			20190118 1241 1532 0894		P	PPSA	06		
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
02	DEBTOR												
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.								ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD				MISSISSAUGA				ON	L5T 2G9	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
05	DEBTOR	08DEC1967	VIKRAM			DUA							
06	NAME	BUSINESS NAME									ONTARIO CORPORATION NO.		
07		ADDRESS	259 KIMBER CRES				WOODBRIDGE				ON	L4L 9K2	
08	SECURED PARTY / LIEN CLAIMANT		VW CREDIT CANADA INC.										
09		ADDRESS	4865 MARC-BLAIN ST., SUITE 300				ST-LAURENT				QC	H4R 3B2	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10	X		X		X	X	127582.48	17JAN2024

		YEAR	MAKE	MODEL	V.I.N
11	MOTOR	2019	AUDI	A8	WAU8DAF88KN004682
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT — D + H LIMITED PARTNERSHIP

17 ADDRESS — 2 ROBERT SPECK PARKWAY, 15TH FLOOR — MISSISSAUGA — ON — L4J 1H8

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

CONTINUED... 58

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 58
(5215)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	747696132								
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		001	4		20190118 1717 9102 3491	P	PPSA	06	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR					
03	NAME BUSINESS NAME	LOAD SOLUTIONS INC.			ONTARIO CORPORATION NO.	
04	ADDRESS	6855 COLUMBUS RD		MISSISSAUGA,	ON	L5T 2G9
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR					
06	NAME BUSINESS NAME	LSI WHEELS INC.			ONTARIO CORPORATION NO.	
07	ADDRESS	6855 COLUMBUS ROAD		MISSISSAUGA,	ON	L5T 2G9
08	SECURED PARTY / LIEN CLAIMANT	MERCADO CAPITAL CORPORATION,A DIV. OF WESTMINSTER SAVINGS CREDIT UNION				
09	ADDRESS	SUITE 1900, 13450 - 102 AVENUE		SURREY	BC	V3T 5Y1

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

		YEAR	MAKE	MODEL	V I N
11	MOTOR	2015	WABASH	DROP FRAME VAN	1JJV532D7FL832233
12	VEHICLE	2015	WABASH	DROP FRAME VAN	1JJV532D9FL832234

13 GENERAL
14 COLLATERAL
15 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

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 59

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 59
(5216)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	747696132								
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		002	4		20190118 1717 9102 3491				
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LSI WHEELS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD		MISSISSAUGA,		ON	L5T 2G9	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

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

16	REGISTERING	
17	AGENT	ADDRESS

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

CONTINUED... 60

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 60
(5217)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 747696132

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003	4		20190118 1717 9102 3491		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			
12				

13 GENERAL COLLATERAL DESCRIPTION
14 COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
15 TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 61

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 61
(5218)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 747696132

CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 004 4 20190118 1717 9102 3491

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION COLLATERAL OR PROCEEDS OF THE COLLATERAL.
14
15

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 62

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 62
(5219)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 747475551

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	2		20190110 1237 6005 7810	P PPSA	04

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR NAME					
03	BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.
04	ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA	ON L5T 2G1
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR NAME					
06	BUSINESS NAME					ONTARIO CORPORATION NO.
07	ADDRESS					
08	SECURED PARTY / LIEN CLAIMANT	CWB NATIONAL LEASING INC.				
09	ADDRESS	1525 BUFFALO PLACE (2912240)			WINNIPEG	MB R3T 1L9

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				
12					

13 GENERAL COLLATERAL DESCRIPTION
14 ALL GPS SYSTEMS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER
15 2912240, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM
TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 63

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 63
(5220)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 747475551

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20190110 1237 6005 7810		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION SUBSTITUTIONS.
14
15

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 64

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 64
(5221)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1619 6005 0501	

21 RECORD REFERENCED — FILE NUMBER 747475551

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD

22

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: REWRITE
27
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
06
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL — AGREEMENT NUMBER AMENDED TO 2990811
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — CWB NATIONAL LEASING INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 1525 BUFFALO PL(2990811) WPG MB R3T 1L9

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

CONTINUED... 65

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 65
(5222)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1623 6005 0504	

21 RECORD REFERENCED — FILE NUMBER 747475551

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	02	

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CWB NATIONAL LEASING INC. 1525 BUFFALO PL (2990811) WPG MB R3T 1L9

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

CONTINUED... 66

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 66
(5223)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
744096906

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	2		20180925 1143 6005 5035	P PPSA	04

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR NAME							
03		BUSINESS NAME	LOAD SOLUTIONS INC.			ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD		MISSISSAUGA	ON	L5T 2G1	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR NAME							
06		BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		CWB NATIONAL LEASING INC.					
09		ADDRESS	1525 BUFFALO PLACE (2897192)		WINNIPEG	MB	R3T 1L9	

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				
12					

13	GENERAL COLLATERAL DESCRIPTION	ALL GPS UNITS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER
14		2887195, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM
15		TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND

16	REGISTERING AGENT	
17	ADDRESS	

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

CONTINUED... 67

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 67
(5224)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
744096906

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	2		20180925 1143 6005 5035		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				

03 BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				

06 BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
SUBSTITUTIONS.

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 68

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 68
(5225)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1600 6005 0492	

21 RECORD REFERENCED — FILE NUMBER: 744096906

RENEWAL YEARS | CORRECT PERIOD

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: COV REWRITE
27
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10 YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL — AGREEMENT NUMBER CHANGED FROM 2887192 TO 2990804
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — CWB NATIONAL LEASING INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 1525 BUFFALO PLACE 2990804 WINNIPEG MB R3T 1L9

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

CONTINUED... 69

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE RÉGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 69
(5226)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1601 6005 0493	

21 RECORD REFERENCED — FILE NUMBER: 744096906

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	01	

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/05 DEBTOR/ — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03/06 TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10 YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR		CWB NATIONAL LEASING INC.			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1525 BUFFALO PLACE 2990804	WINNIPEG	MB	R3T 1L9

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

CONTINUED... 70

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 70
(5227)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	739991097										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER			REGISTERED UNDER		REGISTRATION PERIOD	
01		001	2		20180531 1654 6005 2274			P	PPSA	04	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.						ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS RD.			MISSISSAUGA			ON	L5T 2G9	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME							ONTARIO CORPORATION NO.		
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT		NATIONAL LEASING GROUP INC.								
09		ADDRESS	1525 BUFFALO PLACE (2873921)			WINNIPEG			MB	R3T 1L9	

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION
14 ALL COMMERCIAL GPS SYSTEMS OF EVERY NATURE OR KIND DESCRIBED IN
15 AGREEMENT NUMBER 2873921, BETWEEN THE SECURED PARTY AND THE DEBTOR,
AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 71

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 71
(5228)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 739991097

CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 002 2 20180531 1654 6005 2274

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
ACCESSORIES AND SUBSTITUTIONS.

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 72

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 72
(5229)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20200514 1606 6005 0496	

21 RECORD REFERENCED — FILE NUMBER 739991097

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME — LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION — COV REWRITE
27
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE — NATIONAL LEASING GROUP INC.
08 CWB NATIONAL LEASING INC.
09 ADDRESS — 1525 BUFFALO PLACE 2990785 — WINNIPEG — MB — R3T 1L9

COLLATERAL CLASSIFICATION

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

10 YEAR — MAKE — MODEL — V.I.N.
11 MOTOR VEHICLE
12 GENERAL COLLATERAL DESCRIPTION
13 AGREEMENT NUMBER CHANGED FROM 2873921 TO 2990785
14
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — CWB NATIONAL LEASING INC.
17 ADDRESS — 1525 BUFFALO PLACE 2990785 — WINNIPEG — MB — R3T 1L9

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

CONTINUED... 73

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 73
(5230)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1607 6005 0498	

21 RECORD REFERENCED — FILE NUMBER: 739991097

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	01	

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE REASON/ DESCRIPTION

02/05 DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

03/06 DEBTOR/ TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR | MAKE | MODEL | V.I.N.

11 12 13 14 15 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

16 17 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE 2990785 WINNIPEG MB R3T 1L9

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

CONTINUED... 74

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 74
(5231)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	739659051										
	CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER			REGISTERED UNDER	REGISTRATION PERIOD		
01		001	2		20180523 1501 6005 2056			P PPSA	05		
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.								
								ONTARIO CORPORATION NO.			
04		ADDRESS	6855 COLUMBUS RD.			MISSISSAUGA			ON	L5T 2G9	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME						ONTARIO CORPORATION NO.			
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT		NATIONAL LEASING GROUP INC.								
09		ADDRESS	1525 BUFFALO PLACE (2873552)			WINNIPEG			MB	R3T 1L9	

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				
12				

13 GENERAL COLLATERAL DESCRIPTION
14 ALL COMPUTER SYSTEM OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT
15 NUMBER 2873552, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED
FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 75

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 75
(5232)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 739659051

CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 002 2 20180523 1501 6005 2056

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
SUBSTITUTIONS.

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 76

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 76
(5233)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1611 6005 0499	

21 RECORD REFERENCED — FILE NUMBER 739659051

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE REASON/ DESCRIPTION: COV REWRITE

02/05 DEBTOR/ TRANSFEREE — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

03/06 BUSINESS NAME | ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR — NATIONAL LEASING GROUP INC.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 CWB NATIONAL LEASING INC.

09 ADDRESS: 1525 BUFFALO PLACE 2990803 — WINNIPEG — MB — R3T 1L9

COLLATERAL CLASSIFICATION

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

10 YEAR | MAKE | MODEL | V.I.N.

11 MOTOR VEHICLE

12 GENERAL COLLATERAL DESCRIPTION

13 AGREEMENT NUMBER CHANGED FROM 2873552 TO 2990803

14 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT

15 CWB NATIONAL LEASING INC.

16 ADDRESS: 1525 BUFFALO PLACE — WINNIPEG — MB — R3T 1L9

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

CONTINUED... 77

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 77
(5234)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1612 6005 0500	

21 RECORD REFERENCED — FILE NUMBER 739659051

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	01	

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	LOAD SOLUTIONS INC.		

25 OTHER CHANGE REASON/
26 DESCRIPTION
27
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/ TRANSFEREE				
03/ BUSINESS NAME				
06				ONTARIO CORPORATION NO.
04/07 ADDRESS				

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
10				
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE 2990803	WINNIPEG	MB	R3T 1L9

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

CONTINUED... 78

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	738537093										
	CAUTION FILING	PAGE NO.	OF PAGES		MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		001	2			20180423 1748 6005 1265		P	PPSA	04	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR NAME										
03		BUSINESS NAME	LOAD SOLUTIONS INC.						ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA			ON	L5T 2G1	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR NAME										
06		BUSINESS NAME							ONTARIO CORPORATION NO.		
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT		NATIONAL LEASING GROUP INC.								
09		ADDRESS	1525 BUFFALO PLACE (2867708)			WINNIPEG			MB	R3T 1L9	

	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE		
10			X								
	YEAR	MAKE		MODEL		V.I.N.					
11	MOTOR VEHICLE										
12											

13 GENERAL COLLATERAL DESCRIPTION
14 ALL COMMERCIAL GPS SYSTEMS OF EVERY NATURE OR KIND DESCRIBED IN
15 AGREEMENT NUMBER 2867708, BETWEEN THE SECURED PARTY AND THE DEBTOR,
AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 79

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 79
(5236)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

* FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 738537093

CAUTION FILING | PAGE NO. | TOTAL NO. OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 002 2 20180423 1748 6005 1265

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL ACCESSORIES AND SUBSTITUTIONS.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 80

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 80
(5237)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1620 6005 0502	

21 RECORD REFERENCED — FILE NUMBER: 738537093

RENEWAL YEARS	CORRECT PERIOD

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED: A AMENDMENT

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: COV REWRITE
27
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR — NATIONAL LEASING GROUP INC.
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 CWB NATIONAL LEASING INC.
09 ADDRESS: 1525 BUFFALO PLACE 2990805 WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR VEHICLE
12
13 GENERAL COLLATERAL DESCRIPTION: AGREEMENT NUMBER CHANGED FROM 2867708 TO 2990805
14
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — CWB NATIONAL LEASING INC.
17 ADDRESS: 1525 BUFFALO PLACE WINNIPEG MB R3T 1L9

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

CONTINUED... 81

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2iv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 81
(5238)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1621 6005 0503	

21 RECORD REFERENCED — FILE NUMBER: 738537093

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	01	

	FIRST GIVEN NAME	INITIAL	SURNAME
22			

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME: ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR — CWB NATIONAL LEASING INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 1525 BUFFALO PLACE 2990805 WINNIPEG MB R3T 1L9

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

CONTINUED... 82

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 82
(5239)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	736221663										
	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01		001	2		20180205 1124 6005 9555		P	PPSA	04		
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.						ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD,			MISSISSAUGA			ON	L5T 2G1	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME							ONTARIO CORPORATION NO.		
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT		NATIONAL LEASING GROUP INC.								
09		ADDRESS	1525 BUFFALO PLACE, (2852754)			WINNIPEG			MB	R3T 1L9	

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION
14 ALL GPS UNITS AND RELATED COMPONENTS OF EVERY NATURE OR KIND
15 DESCRIBED IN AGREEMENT NUMBER 2852754, BETWEEN THE SECURED PARTY AND
THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 83

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 83
(5240)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 736221663

CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 002 2 20180205 1124 6005 9555

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR VEHICLE
12

13 GENERAL COLLATERAL DESCRIPTION ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.
14
15

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 84

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 84
(5241)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1053 6005 0447	

21 RECORD REFERENCED — FILE NUMBER 736221663

RENEWAL YEARS | CORRECT PERIOD

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: REWRITE
27
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE: NATIONAL LEASING GROUP INC.
08 CWB NATIONAL LEASING INC.
09 ADDRESS: 1525 BUFFALO PL — WPG — MB — R3T 1L9

COLLATERAL CLASSIFICATION

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

10 YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL — AGREEMENT NUMBER AMENDED TO 2990807
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — CWB NATIONAL LEASING INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 1525 BUFFALO PL (2990807) — WPG — MB — R3T 1L9

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

CONTINUED... 85

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 85
(5242)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1055 6005 0448	

21 RECORD REFERENCED — FILE NUMBER: 736221663

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	01	

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
06
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10 YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — CWB NATIONAL LEASING INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 1525 BUFFALO PL (2990807) WPG MB R3T 1L9

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

CONTINUED... 86

CERTIFIED BY/CERTIFIÉES PAR.
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 86
(5243)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	735539337

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	5		20180109 1639 1616 1516	P PPSA	05

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR NAME								
03		BUSINESS NAME	LOAD SOLUTIONS INC.					ONTARIO CORPORATION NO.	
04		ADDRESS	7294 MASON ROAD			CAMBRIDGE		ON	N3C 2V4

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

08	SECURED PARTY / LIEN CLAIMANT	LBEL INC.					
09	ADDRESS	5035 SOUTH SERVICE RD BOX 5060	BURLINGTON		ON	L7L 6M9	

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE	2018	INTERNATIONAL	RH	3HSDWTZR0JN227580
12		2018	INTERNATIONAL	RH	3HSDWTZR2JN227581

13	GENERAL COLLATERAL DESCRIPTION	(1) 2018 INTERNATIONAL RH DAYCAB SN 3HSDWTZR0JN227580 (1) 2018
14		INTERNATIONAL RH DAYCAB SN 3HSDWTZR2JN227581 (1) 2018 INTERNATIONAL
15		RH DAYCAB SN 3HSDWTZR1JN227586 IN ADDITION TO THE COLLATERAL AND

16	REGISTERING AGENT	JCLD ONLINE			
17	ADDRESS	16-1375 SOUTHDOWN RD STE 322	MISSISSAUGA	ON	L5J 2Z1

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

CONTINUED... 87

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 87
(5244)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 735539337

CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 002 5 20180109 1639 1616 1516

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR 2018 INTERNATIONAL RH 3HSDWTZR1JN227586
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
OTHER GOODS SPECIFICALLY DESCRIBED IN THIS FINANCING STATEMENT, THE COLLATERAL INCLUDES ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES, REPLACEMENTS, ADDITIONS, AND ACCESSIONS RELATED THERETO

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 88

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 88
(5245)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 735539337

CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 003 5 20180109 1639 1616 1516

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
OR INSTALLED THEREON, AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING. PROCEEDS ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING, WITHOUT LIMITATION,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 89

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 89
(5246)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	735539337							
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		004	5		20180109 1639 1616 1516			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
04		ADDRESS						
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INSURANCE PROCEEDS AND INTANGIBLES (AS EACH SUCH TERM IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) DERIVED

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 90

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 90
(5247)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 735539337

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		005	5		20180109 1639 1616 1516		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 91

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 91
(5248)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	735141627										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		001		2		20171221 1302 6005 8632	P	PPSA		04	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR										
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.						ONTARIO CORPORATION NO.		
04		ADDRESS	7294 MASON ROAD,			CAMBRIDGE			ON	N3C 2V4	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR										
06	NAME	BUSINESS NAME							ONTARIO CORPORATION NO.		
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT		NATIONAL LEASING GROUP INC.								
09		ADDRESS	1525 BUFFALO PLACE,	(2850004)		WINNIPEG			MB	R3T 1L9	

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

ALL GPS SYSTEMS AND RELATED COMPONENTS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2850004, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 92

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 92
(5249)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 735141627

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20171221 1302 6005 8632		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				

12

13 GENERAL COLLATERAL DESCRIPTION ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

14
15

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 93

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 93
(5250)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1106 6005 0449	

21 RECORD REFERENCED — FILE NUMBER: 735141627

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE REASON/ DESCRIPTION: REWRITE

26
27
28

02/05 DEBTOR/ TRANSFEREE — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

03/06 BUSINESS NAME | ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE: NATIONAL LEASING GROUP INC.

08 CWB NATIONAL LEASING INC.

09 ADDRESS: 1525 BUFFALO PL — WPG — MB — R3T 1L9

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12
13 GENERAL COLLATERAL DESCRIPTION: AGREEEMENT NUMBER AMENDED TO 2990790
14
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — CWB NATIONAL LEASING INC.
17 ADDRESS: 1525 BUFFALO PL (2990790) — WPG — MB — R3T 1L9

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

CONTINUED... 94

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 94
(5251)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1110 6005 0450	

21 RECORD REFERENCED — FILE NUMBER 735141627

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	02	

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME — ONTARIO CORPORATION NO.
06
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — CWB NATIONAL LEASIG INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 1525 BUFFALO PL (2990790) WPG MB R3T 1L9

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

CONTINUED... 95

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 95
(5252)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER												
00	734165532												
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES			MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER			REGISTERED UNDER		REGISTRATION PERIOD	
01		001	4				20171120 1628 1532 8202			P	PPSA	5	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
02	DEBTOR												
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.										
											ONTARIO CORPORATION NO.		
04		ADDRESS	7294 MASON RD				CAMBRIDGE				ON	N3C 2V4	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
05	DEBTOR												
06	NAME	BUSINESS NAME											
											ONTARIO CORPORATION NO.		
07		ADDRESS											
08	SECURED PARTY / LIEN CLAIMANT		BANK OF MONTREAL/BANQUE DE MONTREAL										
09		ADDRESS	2ND FLOOR, 234 SIMCOE ST.				TORONTO				ON	M5T 1T4	

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2013	UTILITY	REEFERS	1UYVS2531DM608513
12	VEHICLE	2013	UTILITY	REEFERS	1UYVS2533DM608514

13 GENERAL COLLATERAL DESCRIPTION: LF278 CHATTEL MORTGAGE

16 REGISTERING AGENT: CSRS

17 ADDRESS: 4126 NORLAND AVE, BURNABY, BC, V5G 3S8

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

CONTINUED... 96

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 96
(5253)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 734165532

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	4		20171120 1628 1532 8202		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2013	UTILITY	REEFERS	1UYVS2531DM472318
12	VEHICLE	2012	UTILITY	REEFERS	1UYVS2533CM259322

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 97

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 97
(5254)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER						
00	734165532						
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003	4		20171120 1628 1532 8202		
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.	
04		ADDRESS					
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.	
07		ADDRESS					
08	SECURED PARTY / LIEN CLAIMANT						
09		ADDRESS					

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR 2012	UTILITY	REEFERS	1UYVS253XCM259320
12	VEHICLE 2012	UTILITY	REEFERS	1UYVS2533CM259305

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 98

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 98
(5255)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 734165532

CAUTION FILING | PAGE NO. | OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 004 | 4 | | 20171120 1628 1532 8202 | | |

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR VEHICLE | 2012 | UTILITY | REEFERS | 1UYVS2531CM259304
12

13 GENERAL COLLATERAL DESCRIPTION
14
15

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 99

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 99
(5256)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		002		20211026 1934 1531 8582	

21 RECORD REFERENCED — FILE NUMBER: 734165532

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	F PART DISCH		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE REASON/ DESCRIPTION

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/

03/ TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2013	UTILITY	REEFERS	1UYVS2531DM608513
12 VEHICLE	2012	UTILITY	REEFERS	1UYVS253XCM259320

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CANADIAN SECURITIES REGISTRATION SYSTEMS, 4126 NORLAND AVENUE, BURNABY, BC, V5G 3S8

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

CONTINUED... 100

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 100
(5257)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02		002		20211026 1934 1531 8582	

21 RECORD REFERENCED — FILE NUMBER: 734165532 — RENEWAL YEARS — CORRECT PERIOD

PAGE AMENDED — NO SPECIFIC PAGE AMENDED — CHANGE REQUIRED

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2012	UTILITY	REEFERS	1UYVS2533CM259305
12 VEHICLE	2012	UTILITY	REEFERS	1UYVS2531CM259304

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS

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

CONTINUED... 101

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 101
(5258)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER												
00	731113056												
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES			MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER			REGISTERED UNDER	REGISTRATION PERIOD		
01		001	2			X	20170822 1205 6083 5140		P	PPSA	6		
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
02	DEBTOR												
03	NAME	BUSINESS NAME	LOAD SOLUTIONS, INC.								ONTARIO CORPORATION NO.		
04		ADDRESS	7294 MASON ROAD				PUSLINCH				ON	N3C 2V4	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
05	DEBTOR												
06	NAME	BUSINESS NAME									ONTARIO CORPORATION NO.		
07		ADDRESS											
08	SECURED PARTY / LIEN CLAIMANT		STOUGHTON TRAILERS CANADA CORPORATION										
09		ADDRESS	416 S. ACADEMY STREET				STOUGHTON				WI	53589	

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2018	STOUGHTON	SEMI TRL VAN	1DW1A5324JS774909
12 VEHICLE	2018	STOUGHTON	SEMI TRL VAN	1DW1A5320JS774910

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT — ESC CORPORATE SERVICES LTD.

17 ADDRESS — 445 KING STREET WEST, 4TH FL — TORONTO — ON — M5V 1K4

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

CONTINUED... 102

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 102
(5259)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
00 731113056

	PAGE NO.	OF	TOTAL PAGES	REGISTRATION NUMBER
01	002		2	20170822 1205 6083 5140

	YEAR	MAKE	MODEL	V I N
41	2018	STOUGHTON	SEMI TRL VAN	1DW1A5322JS774911
42	2018	STOUGTHON	SEMI TRL VAN	1DW1A5324JS774912
43	2018	STOUGHTON	SEMI TRL VAN	1DW1A5326JS774913
44	2018	STOUGHTON	SEMI TRL VAN	1DW1A5328JS774914
45	2018	STOUGHTON	SEMI TRL VAN	1DW1A532XJS774915
46	2018	STOUGHTON	SEMI TRL VAN	1DW1A5321JS774916
47	2018	STOUGHTON	SEMI TRL VAN	1DW1A5323JS774917
48	2018	STOUGHTON	SEMI TRL VAN	1DW1A5325JS774918
49				
50				
51				
52				
53				
54				
55				
56				

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

CONTINUED... 103

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 103
(5260)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20220422 1014 1465 5204	

21 RECORD REFERENCED — FILE NUMBER: 731113056

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		C DISCHARGE		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS, INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/05 DEBTOR/ — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03/06 TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — ESC CORPORATE SERVICES LTD.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 104

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 104
(5261)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	722631006

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	2		20161118 1221 6005 1603	P PPSA	07

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.			ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COMULBUS ROAD		MISSISSAUGA	ON	L5T 2G1	

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

08	SECURED PARTY / LIEN CLAIMANT	NATIONAL LEASING GROUP INC.			
09	ADDRESS	1525 BUFFALO PLACE	WINNIPEG	MB	R3T 1L9

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	ALL PHOTOCOPIER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER
14	COLLATERAL	2795810, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM
15	DESCRIPTION	TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND

16	REGISTERING AGENT	
17	ADDRESS	

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

CONTINUED... 105

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 722631006

CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 002 2 20161118 1221 6005 1603

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL SUBSTITUTIONS.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 106

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 106
(5263)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1		20200514 1545 6005 0490	

RECORD REFERENCED: FILE NUMBER 722631006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD

FIRST GIVEN NAME | INITIAL | SURNAME

REFERENCE DEBTOR/ TRANSFEROR: BUSINESS NAME LOAD SOLUTIONS INC.

OTHER CHANGE REASON/ DESCRIPTION: REWRITE

DEBTOR/ TRANSFEREE: DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

BUSINESS NAME | ONTARIO CORPORATION NO.

ADDRESS

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION: AGREEMENT NUMBER AMENDED TO 2988937

REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT ADDRESS: CWB NATIONAL LEASING INC.
1525 BUFFALO PL (2988937) WPG MB R3T 1L9

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

CONTINUED... 107

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 107
(5264)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 692253657

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20131129 1728 1532 0210	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR NAME								
03		BUSINESS NAME	LOAD SOLUTIONS				ONTARIO CORPORATION NO.		
04		ADDRESS	7294 MASON ROAD			CAMBRIDGE		ON	N3C 2V4
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06		BUSINESS NAME					ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT		BANK OF MONTREAL/BANQUE DE MONTREAL						
09		ADDRESS	2ND FLOOR, 234 SIMCOE ST.			TORONTO		ON	M5T 1T4

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

		YEAR	MAKE	MODEL	V I N
11	MOTOR VEHICLE	2009	INTERNATIONAL	PROSTAR	2HSCUAPRX9C094283
12		2010	INTERNATIONAL	PROSTAR	3HSCUAPR3AN194146

13	GENERAL COLLATERAL DESCRIPTION	LF278 CHATTEL MORTGAGE
14		
15		
16	REGISTERING AGENT	CSRS
17	ADDRESS	4126 NORLAND AVE BURNABY BC V5G 3S8

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

CONTINUED... 108

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 108
(5265)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE Ccurrency : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	001		20131202 1439 1530 1580	

21 RECORD REFERENCED — FILE NUMBER: 692253657

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR
24 BUSINESS NAME: LOAD SOLUTIONS

25 OTHER CHANGE REASON/ DESCRIPTION
26 AMEND NAME OF THE DEBTOR FROM LOAD SOLUTIONS TO LOAD SOLUTIONS
27 INC.
28

02/05 DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

03/06 DEBTOR/ TRANSFEREE — BUSINESS NAME: LOAD SOLUTIONS INC. — ONTARIO CORPORATION NO.

04/07 ADDRESS: 7294 MASON ROAD — CAMBRIDGE — ON — N3C 2V4

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 4126 NORLAND AVENUE — BURNABY — BC — V5G 3S8

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

CONTINUED... 109

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 109
(5266)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20180906 1438 1530 1543	

21 RECORD REFERENCED — FILE NUMBER: 692253657

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	B RENEWAL	5	

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR
24 BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CANADIAN SECURITIES REGISTRATION SYSTEMS, 4126 NORLAND AVENUE, BURNABY, BC, V5G 3S8

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

CONTINUED... 110

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 110
(5267)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	689015565								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01		002		20130729 1939 1531 7638	P PPSA	5	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	7294 MASON ROAD			CAMBRIDGE	ON	N3C 2V4	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT		BANK OF MONTREAL/BANQUE DE MONTREAL						
09		ADDRESS	2ND FLOOR, 234 SIMCOE ST.			TORONTO	ON	M5T 1T4	

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

		YEAR	MAKE	MODEL	V.I.N
11	MOTOR	2008	INTERNATIONAL	PROSTAR DAYCAB	2HSCUAPR18C694334
12	VEHICLE	2008	INTERNATIONAL	PROSTAR DAYCAB	2HSCUAPR58C679268

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT — D+H LIMITED PARTNERSHIP

17 ADDRESS — SUITE 200, 4126 NORLAND AVENUE — BURNABY — BC — V5G 3S8

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

CONTINUED... 111

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 111
(5268)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 689015565

CAUTION FILING | PAGE NO. | TOTAL NO. OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 02 002 20130729 1939 1531 7638

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR 2008 INTERNATIONAL PROSTAR DAYCAB 2HSCUAPR78C679269
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 112

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 112
(5269)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20180606 1033 1529 8614	

	RECORD REFERENCED	FILE NUMBER	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
21		689015565					
22				X	B RENEWAL	5	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR BUSINESS NAME	LOAD SOLUTIONS INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				

	BUSINESS NAME	ONTARIO CORPORATION NO.
03/06 DEBTOR/ TRANSFEREE		

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

12 13 14 15 16 17 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

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

CONTINUED... 113

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 113
(5270)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	645003045										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01		001	2		20080509 1012 6005 8148	P	PPSA		05		
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC								
									ONTARIO CORPORATION NO.		
04		ADDRESS	7294 MASON ROAD		PUSLINCH				ON	N3C 2V4	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR	12AUG1973	RANDEEP		SANDHU						
06	NAME	BUSINESS NAME									
									ONTARIO CORPORATION NO.		
07		ADDRESS	7294 MASON ROAD		PUSLINCH				ON	N3C 2V4	
08	SECURED PARTY / LIEN CLAIMANT		NATIONAL LEASING GROUP INC. L#2420677								
09		ADDRESS	1558 WILLSON PLACE		WINNIPEG				MB	R3T 0Y4	

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

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE 12			

13 GENERAL COLLATERAL DESCRIPTION 14 15 ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2420677 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 114

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 114
(5271)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 645003045

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	2		20080509 1012 6005 8148		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				

03 BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				

06 BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				

12

13 GENERAL COLLATERAL DESCRIPTION — ACCESSORIES AND SUBSTITUTIONS.

14

15

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 115

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 115
(5272)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20110817 0905 6005 6987	

21 RECORD REFERENCED — FILE NUMBER 645003045

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	03	

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME — LOAD SOLUTIONS INC.

25 OTHER CHANGE REASON/ DESCRIPTION

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/ TRANSFEREE				

03/06 BUSINESS NAME — ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08/09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR 17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	NATIONAL LEASING GROUP INC. 1525 BUFFALO PLACE (2420677)	WINNIPEG	MB	R3T 1L9

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

CONTINUED... 116

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 116
(5273)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		2		20110817 0907 6005 6988	

21 RECORD REFERENCED — FILE NUMBER 645003045

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME — LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION — UPDATING SECURED PARTY ADDRESS. UPDATING GENERAL COLLATERAL DESCRIPTION TO READ NEW LEASE NUMBER AND EQUIPMENT.
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 — ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR — NATIONAL LEASING GROUP INC.
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 NATIONAL LEASING GROUP INC.
09 ADDRESS — 1525 BUFFALO PLACE (2551432) — WINNIPEG — MB — R3T 1L9

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12
13 GENERAL COLLATERAL DESCRIPTION — ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER
14 2551432 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS
15 LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,
16 REGISTERING AGENT OR — NATIONAL LEASING GROUP INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 1525 BUFFALO PLACE (2551432) — WINNIPEG — MB — R3T 1L9

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

CONTINUED... 117

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE RÉGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002		2		20110817 0907 6005 6988	

21 RECORD REFERENCED — FILE NUMBER 645003045

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10 YEAR — MAKE — MODEL — V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL ACCESSORIES AND SUBSTITUTIONS.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS

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

CONTINUED... 118

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 118
(5275)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	2		20141205 1302 6005 7156	

21 RECORD REFERENCED — FILE NUMBER 645003045

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: TRADE UP. LEASE NUMBER HAS CHANGED FROM 2551432 TO 2692907.
27 UPDATING COLLATERAL DESCRIPTION TO READ THE NEW LEASE NUMBER.
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL COLLATERAL DESCRIPTION:
13 ALL PHOTOCOPIER OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER
14 2692907, BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS
15 LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT: NATIONAL LEASING GROUP INC.
17 ADDRESS: 1525 BUFFALO PLACE WINNIPEG MB R3T 1L9

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

CONTINUED... 119

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 119
(5276)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	002		2		20141205 1302 6005 7156	

01
21 RECORD REFERENCED — FILE NUMBER 645003045 — RENEWAL YEARS — CORRECT PERIOD
PAGE AMENDED — NO SPECIFIC PAGE AMENDED — CHANGE REQUIRED
22 FIRST GIVEN NAME — INITIAL — SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME — ONTARIO CORPORATION NO.
06
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10
YEAR — MAKE — MODEL — V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL — ACCESSORIES AND SUBSTITUTIONS.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS

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

CONTINUED... 120

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 120
(5277)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20141205 1305 6005 7157	

21 RECORD REFERENCED — FILE NUMBER: 645003045

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	03	

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/05 DEBTOR/ — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03/06 TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: NATIONAL LEASING GROUP INC. 1525 BUFFALO PLACE (2692907) WINNIPEG MB R3T 1L9

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

CONTINUED... 121

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 121
(5278)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20180326 1517 6005 0622	

21 RECORD REFERENCED — FILE NUMBER: 645003045

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: TRADE UP.
27
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
06
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL COLLATERAL DESCRIPTION
13 AGREEMENT NUMBER HAS BEEN CHANGED FROM 2692907 TO 2860474
14
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: NATIONAL LEASING GROUP INC.
17 1525 BUFFALO PLACE (2860474) WINNIPEG MB R3T 1L9

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

CONTINUED... 122

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 122
(5279)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20180326 1520 6005 0623	

21 RECORD REFERENCED — FILE NUMBER 645003045

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	04	

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME — LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — NATIONAL LEASING GROUP INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 1525 BUFFALO PLACE (2860474) — WINNIPEG — MB — R3T 1L9

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

CONTINUED... 123

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 123
(5280)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20200514 1038 6005 0446	

21 RECORD REFERENCED — FILE NUMBER 645003045

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: REWRITE
27
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL COLLATERAL DESCRIPTION: AGREEMENT NUMBER AMNDED TO 2990797
13
14
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CWB NATIONALL LEASING INC.
17 1525BUFFALO PL (2990797) WPG MB R3T 1L9

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

CONTINUED... 124

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517105027.50

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

REPORT : PSSR060
PAGE : 124
(5281)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LOAD SOLUTIONS INC.
FILE CURRENCY : 16MAY 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
767851965	20201119 1444 1530 7661	20201203 1933 1531 4357	20220411 1932 1531 9231	
767503836	20201106 1934 1531 7230	20220411 1932 1531 9230		
760084362	20200212 1843 1902 2205	20210609 1620 1465 1669	20211015 1746 1465 1141	
758616687	20191216 1709 1462 1441	20220425 1401 1462 5754		
757717443	20191119 1016 6005 5776	20200514 1603 6005 0494		
756528903	20191015 1556 1901 5089			
755547912	20190917 1339 1532 2132			
749069424	20190313 1940 1531 8146	20220411 1932 1531 9229		
749017674	20190312 1309 1590 1845	20210122 1247 1590 2188		
748725993	20190301 1438 1530 7123	20220411 1932 1531 9228		
747678492	20190118 1241 1532 0894			
747696132	20190118 1717 9102 3491			
747475551	20190110 1237 6005 7810	20200514 1619 6005 0501	20200514 1623 6005 0504	
744096906	20180925 1143 6005 5035	20200514 1600 6005 0492	20200514 1601 6005 0493	
739991097	20180531 1654 6005 2274	20200514 1606 6005 0496	20200514 1607 6005 0498	
739659051	20180523 1501 6005 2056	20200514 1611 6005 0499	20200514 1612 6005 0500	
738537093	20180423 1748 6005 1265	20200514 1620 6005 0502	20200514 1621 6005 0503	
736221663	20180205 1124 6005 9555	20200514 1053 6005 0447	20200514 1055 6005 0448	
735539337	20180109 1639 1616 1516			
735141627	20171221 1302 6005 8632	20200514 1106 6005 0449	20200514 1110 6005 0450	
734165532	20171120 1628 1532 8202	20211026 1934 1531 8582		
731113056	20170822 1205 6083 5140	20220422 1014 1465 5204		
722631006	20161118 1221 6005 1603	20200514 1545 6005 0490		
692253657	20131129 1728 1532 0210	20131202 1439 1530 1580	20180906 1438 1530 1543	
689015565	20130729 1939 1531 7638	20180606 1033 1529 8614		
645003045	20080509 1012 6005 8148	20110817 0905 6005 6987	20110817 0907 6005 6988	20141205 1302 6005 7156
	20141205 1305 6005 7157	20180326 1517 6005 0622	20180326 1520 6005 0623	20200514 1038 6005 0446

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 1
(5063)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.

FILE CURRENCY : 16MAY 2022

ENQUIRY NUMBER 20220517104332.30 CONTAINS 11 PAGE(S), 4 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crtj6 05/2022)

CONTINUED... 2

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 2
(5064)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 781394616

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		001		20220324 1532 1031 0912	P PPSA	05

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	LSI LOGISTIX CANADA INC.		
04		ADDRESS	6855 COLUMBUS RD	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5T 2G9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT		HER MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE		
09		ADDRESS	300-1400 BLAIR TOWERS PLACE	OTTAWA	ON K1J 9B8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X		10477	24MAR2027	

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (IFTA) BN#830156279	
17		ADDRESS	300-1400 BLAIR TOWERS PLACE (350/187)	OTTAWA ON K1J 9B8

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 3
(5065)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 770047596

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		2		20210223 1039 1532 5074	P PPSA	03

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	LSI LOGISTIX CANADA INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	6855 COLUMBUS RD			MISSISSAUGA	ON	L5T2G9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		MERCEDES-BENZ FINANCIAL					
09		ADDRESS	2680 MATHESON BLVD. E. STE 500			MISSISSAUGA	ON	L4W0A5

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X	X	20623.68	16FEB2024	

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2016	MERCEDES-BENZ	2C1704	WD3BE8DD0GP182087
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP
17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 4
(5066)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 770047596

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20210223 1039 1532 5074		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				

03 BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				

06 BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION

09 ADDRESS: 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				

12

13 GENERAL COLLATERAL DESCRIPTION

14

15

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 5
(5067)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 758616687

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		003		20191216 1709 1462 1441	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LSI WHEELS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS RD.			MISSISSAUGA		ON	L5T2G9

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.		
07		ADDRESS	7294 MASON RD.			CAMBRIDGE		ON	N3C2V4

08	SECURED PARTY / LIEN CLAIMANT	CANADIAN WESTERN BANK LEASING INC.			
09	ADDRESS	300, 606 4 STREET SW	CALGARY	AB	T2P1T1

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	ASSIGNMENT AND POSTPONEMENT OF CREDITOR CLAIMS- ALL PRESENT AND
14	COLLATERAL	FUTURE INDEBTEDNESS OF DEBTOR #1 TO DEBTOR #2, ALL OF WHICH IS
15	DESCRIPTION	ASSIGNED BY DEBTOR #2 TO THE SECURED PARTY AND POSTPONED TO THE

16	REGISTERING AGENT	CANADIAN WESTERN BANK				
17	ADDRESS	300, 606 4 STREET SW	CALGARY		AB	T2P1T1

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 6
(5068)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 758616687

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		003		20191216 1709 1462 1441	P PPSA	6

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PRESENT AND FUTURE INDEBTEDNESS OF DEBTOR #1 TO THE SECURED PARTY, TOGETHER WITH ALL EVIDENCE OF THE INDEBTEDNESS OF DEBTOR #1 TO DEBTOR #2 AND ALL NEGOTIABLE INSTRUMENTS, SECURITIES, CHATTEL PAPER

16 REGISTERING AGENT CANADIAN WESTERN BANK
17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 7
(5069)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 758616687

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		003		20191216 1709 1462 1441	P PPSA	6

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

AND OTHER SECURITY HELD BY DEBTOR #2 IN CONNECTION WITH THE INDEBTEDNESS OF DEBTOR #1 TO DEBTOR #2.

16 REGISTERING AGENT CANADIAN WESTERN BANK
17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 8
(5070)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220425 1401 1462 5754	

21 RECORD REFERENCED — FILE NUMBER: 758616687

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		C DISCHARGE		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LSI LOGISTIX CANADA INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CANADIAN WESTERN BANK, 201, 12230 JASPER AVE NW, EDMONTON, AB, T5N3K3

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 9
(5071)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 749017674

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20190312 1309 1590 1845	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA	ON	L5T 2G9	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA						
09		ADDRESS	4500 HIGHWAY 7, SUITE 200			WOODBRIDGE	ON	L4L 4Y7	

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT		DEVRY SMITH FRANK LLP (CM)			
17		ADDRESS	100-95 BARBER GREENE RD.	TORONTO	ON	M3C 3E9

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 10
(5072)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20210122 1247 1590 2188	

21 RECORD REFERENCED — FILE NUMBER: 749017674

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
22			

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION — TO RECORD CHANGE OF NAME OF DEBTOR
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME: LSI LOGISTIX CANADA INC

					ONTARIO CORPORATION NO.	
04/07	ADDRESS	6855 COLUMBUS ROAD	MISSISSAUGA	ON	L5T 2G9	

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: DEVRY SMITH & FRANK LLP (CM), 100-95 BARBER GREENE RD., TORONTO, ON, M3C 3E9

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104332.30

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

REPORT : PSSR060
PAGE : 11
(5073)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI LOGISTIX CANADA INC.
FILE CURRENCY : 16MAY 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
781394616	20220324 1532 1031 0912			
770047596	20210223 1039 1532 5074			
758616687	20191216 1709 1462 1441	20220425 1401 1462 5754		
749017674	20190312 1309 1590 1845	20210122 1247 1590 2188		

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 1
(5074)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LSI WHEELS INC.

FILE CURRENCY : 16MAY 2022

ENQUIRY NUMBER 20220517104439.66 CONTAINS 71 PAGE(S), 10 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 2
(5075)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767851965

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20201119 1444 1530 7661	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LSI WHEELS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS			MISSISSAUGA	ON	L5T 2G9	

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.		
07		ADDRESS	6855 COLUMBUS			MISSISSAUGA	ON	L5T 2G9	

08	SECURED PARTY / LIEN CLAIMANT	HSBC BANK CANADA				
09	ADDRESS	70 YORK STREET 4TH FLOOR	TORONTO	ON	M5J 1S9	

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	D+H LIMITED PARTNERSHIP				
17	ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8	

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 3
(5076)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	003		20201203 1933 1531 4357	

21	RECORD REFERENCED	FILE NUMBER	767851965				
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED		RENEWAL YEARS	CORRECT PERIOD
22			X	A AMENDMENT			
			FIRST GIVEN NAME	INITIAL	SURNAME		
23	REFERENCE						
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	LSI WHEELS INC.				
25	OTHER CHANGE						
26	REASON/ DESCRIPTION	1. ADD THE FOLLOWING TO GENERAL COLLATERAL -					
27		ISAAC INSTRUMENT IN VIEW CAMERAS					
28		ISAAC INSTRUMENT METRICS					
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/						
03/	TRANSFEREE	BUSINESS NAME					
06						ONTARIO CORPORATION NO.	
04/07		ADDRESS					
29	ASSIGNOR						
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09		ADDRESS					

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	FREIGHTLINER	M2-106	1FVACXFA2MHMV2550
12	VEHICLE	2021	FREIGHTLINER	M2-106	1FVACXFA4MHMV2551
13	GENERAL		ADD THE FOLLOWING -		
14	COLLATERAL		ISAAC INSTRUMENT IN VIEW CAMERAS		
15	DESCRIPTION		ISAAC INSTRUMENT METRICS		

16	REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8	

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 4
(5077)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02	003		20201203 1933 1531 4357	

21	RECORD REFERENCED	FILE NUMBER	767851965			
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE

24 DEBTOR/ TRANSFEROR — BUSINESS NAME

25 OTHER CHANGE

26 REASON/ DESCRIPTION — 2. ADD SERIAL COLLATERALS-

27 2021 FREIGHTLINER M2-106 SERIAL NUMBER 1FVACXFA2MHMV2550,

28 2021 FREIGHTLINER M2-106 SERIAL NUMBER 1FVACXFA4MHMV2551,

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/

03/ TRANSFEREE — BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11				

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT OR

17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 5
(5078)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03		003		20201203 1933 1531 4357	

21 RECORD REFERENCED — FILE NUMBER 767851965

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME

25 OTHER CHANGE REASON/ DESCRIPTION — 3. ADD MOTOR VEHICLE INCLUDED TO LINE 10

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME — ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

12
13
14
15
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 6
(5079)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220411 1932 1531 9231	

21 RECORD REFERENCED — FILE NUMBER: 767851965

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	C DISCHARGE		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LSI WHEELS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10 YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 7
(5080)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		015		20201106 1934 1531 7230	P PPSA	6

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR						
03	NAME: BUSINESS NAME	LSI WHEELS INC.				ONTARIO CORPORATION NO.	
04	ADDRESS	6855 COLUMBUS			MISSISSAUGA	ON	L5T 2G9
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR						
06	NAME: BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.	
07	ADDRESS	6855 COLUMBUS			MISSISSAUGA	ON	L5T 2G9
08	SECURED PARTY / LIEN CLAIMANT	HSBC BANK CANADA					
09	ADDRESS	70 YORK STREET 4TH FLOOR			TORONTO	ON	M5J 1S9

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532CXMT400045
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C2MT596028

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
15 NEW 2021 HYUNDAI THERMOTECH AIR RIDE
WITH 2020 CARRIER 7500 REEFER UNITS
REEFER SERIAL NOS.

16 REGISTERING AGENT: D+H LIMITED PARTNERSHIP
17 ADDRESS: SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
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(5081)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		015		20201106 1934 1531 7230		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C4MT596029
12		2021	HYUNDAI	THERMOTECH	3H3V532C0MT596030

13	GENERAL COLLATERAL DESCRIPTION	UAD91648872
14		UAD91649141
15		UAD91648701

16	REGISTERING AGENT	
17	ADDRESS	

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 9
(5082)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		015		20201106 1934 1531 7230		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			

03 DEBTOR NAME — BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			

06 DEBTOR NAME — BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C2MT596031
12 VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C4MT596032

13 GENERAL COLLATERAL DESCRIPTION UAD91649099
14 UAD91649135
15 UAD91649108

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
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LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
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(5083)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C6MT596033
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C8MT596034

13	GENERAL COLLATERAL DESCRIPTION	UAD91649127
14		UAD91649098
15		UAD91649107

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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(5084)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER						
00	767503836						
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05		015		20201106 1934 1531 7230		
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS						
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532CXMT596035
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C5MT596038

13	GENERAL	UAD91648919
14	COLLATERAL	UAC91646944
15	DESCRIPTION	UAC91645884

16	REGISTERING AGENT	
17		ADDRESS

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
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(5085)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		06		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C5MT596041
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532C7MT596042

13	GENERAL	UAD91648468
14	COLLATERAL	UAD91648481
15	DESCRIPTION	UAD91648903

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 13
(5086)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		07		015		20201106 1934 1531 7230		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C8MT596048
12	VEHICLE	2021	HYUNDAI	THERMOTECH	3H3V532CXMT596049

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 14
(5087)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		08		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2021	HYUNDAI	THERMOTECH	3H3V532C6MT596050
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91648872

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
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DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(5088)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		09		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2020	CARRIER	7500 REEFER	UAD91649141
12 VEHICLE	2020	CARRIER	7500 REEFER	UAD91648701

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 16
(5089)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		10		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91649099
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91649135

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 17
(5090)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		11		015		20201106 1934 1531 7230		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91649108
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91649127

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 18
(5091)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		12		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91649098
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91649107

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 19
(5092)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		13		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91648919
12	VEHICLE	2020	CARRIER	7500 REEFER	UAC91646944

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 20
(5093)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		14	015		20201106 1934 1531 7230		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAC91645884
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91648468

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 21
(5094)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 767503836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		15		015		20201106 1934 1531 7230		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CARRIER	7500 REEFER	UAD91648481
12	VEHICLE	2020	CARRIER	7500 REEFER	UAD91648903

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 22
(5095)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220411 1932 1531 9230	

21 RECORD REFERENCED: FILE NUMBER 767503836

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	C DISCHARGE		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: LSI WHEELS INC.

25 OTHER CHANGE REASON/ DESCRIPTION

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/ TRANSFEREE: BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS: 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 23
(5096)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 760084362

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20200212 1843 1902 2205	P PPSA	04

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.					ONTARIO CORPORATION NO.	
04		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA		ON	L5T 2G9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	LSI WHEELS INC.					ONTARIO CORPORATION NO.	
07		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA		ON	L5T 2G9
08	SECURED PARTY / LIEN CLAIMANT		TRAVELERS LEASING LTD.						
09		ADDRESS	800-9900 KING GEORGE BLVD			SURREY		BC	V3T 0K7

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	KENWORTH	T680	1XKYDP9X7FJ977482
12	VEHICLE	2015	KENWORTH	T680	1XKYDP9X9FJ977483

13	GENERAL	SIX (6) USED 2015 KENWORTH T680'S S/N 1XKYDP9X7FJ977482, S/N
14	COLLATERAL	1XKYDP9X9FJ977483, S/N 1XKYDP9X0FJ977484, S/N 1XKYDP9X2FJ977485, S/N
15	DESCRIPTION	1XKYDP9X4FJ977486, S/N 1XKYDP9X6FJ977487 TOGETHER WITH ALL

16	REGISTERING AGENT		ESC CORPORATE SERVICES LTD.			
17		ADDRESS	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 24
(5097)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 760084362

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20200212 1843 1902 2205		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	KENWORTH	T680	1XKYDP9X0FJ977484
12	VEHICLE	2015	KENWORTH	T680	1XKYDP9X2FJ977485

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 25
(5098)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 760084362

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003	3		20200212 1843 1902 2205		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	KENWORTH	T680	1XKYDP9X4FJ977486
12	VEHICLE	2015	KENWORTH	T680	1XKYDP9X6FJ977487

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
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.

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 26
(5099)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20210609 1620 1465 1669	

21	RECORD REFERENCED	FILE NUMBER	760084362			
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22				F PART DISCH		
		FIRST GIVEN NAME		INITIAL	SURNAME	
23	REFERENCE					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	LOAD SOLUTIONS INC.			
25	OTHER CHANGE					
26	REASON/					
27	DESCRIPTION					
28						
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/					
03/	TRANSFEREE	BUSINESS NAME				
06						ONTARIO CORPORATION NO.
04/07		ADDRESS				
29	ASSIGNOR					
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
08						
09		ADDRESS				

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	KENWORTH	T680	1XKYDP9X0FJ977484
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR		ESC CORPORATE SERVICES LTD.		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	201-1325 POLSON DRIVE	VERNON	BC V1T 8H2

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

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 27
(5100)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		2	X	20211015 1746 1465 1141	

21 RECORD REFERENCED — FILE NUMBER: 760084362

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			F PART DISCH		

	FIRST GIVEN NAME	INITIAL	SURNAME
23			

24 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: LOAD SOLUTIONS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME / ONTARIO CORPORATION NO.

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2015	KENWORTH	T680	1XKYDP9X9FJ977483
12 VEHICLE	2015	KENWORTH	T680	1XKYDP9X2FJ977485

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: ESC CORPORATE SERVICES LTD. 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 28
(5101)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 4C MOTOR VEHICLE SCHEDULE

	FILE NUMBER
00	760084362

	PAGE NO.	OF	TOTAL PAGES	REGISTRATION NUMBER
01	002		2	20211015 1746 1465 1141

	YEAR	MAKE	MODEL	V.I.N.
41	2015	KENWORTH	T680	1XKYDP9X4FJ977486
42	2015	KENWORTH	T680	1XKYDP9X6FJ977487
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj4fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 29
(5102)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER										
00	758616687										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		01		003		20191216 1709 1462 1441		P	PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	LSI WHEELS INC.								
								ONTARIO CORPORATION NO.			
04		ADDRESS	6855 COLUMBUS RD.			MISSISSAUGA			ON	L5T2G9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.								
								ONTARIO CORPORATION NO.			
07		ADDRESS	7294 MASON RD.			CAMBRIDGE			ON	N3C2V4	
08	SECURED PARTY /		CANADIAN WESTERN BANK LEASING INC.								
	LIEN CLAIMANT										
09		ADDRESS	300, 606 4 STREET SW			CALGARY			AB	T2P1T1	

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

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE 12			

13 GENERAL COLLATERAL DESCRIPTION 14 15 ASSIGNMENT AND POSTPONEMENT OF CREDITOR CLAIMS- ALL PRESENT AND FUTURE INDEBTEDNESS OF DEBTOR #1 TO DEBTOR #2, ALL OF WHICH IS ASSIGNED BY DEBTOR #2 TO THE SECURED PARTY AND POSTPONED TO THE

16 REGISTERING AGENT CANADIAN WESTERN BANK

17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 30
(5103)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 758616687

	CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	003		20191216 1709 1462 1441	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				
03		BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06		BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			
12				

13 GENERAL COLLATERAL DESCRIPTION
14 PRESENT AND FUTURE INDEBTEDNESS OF DEBTOR #1 TO THE SECURED PARTY,
15 TOGETHER WITH ALL EVIDENCE OF THE INDEBTEDNESS OF DEBTOR #1 TO
DEBTOR #2 AND ALL NEGOTIABLE INSTRUMENTS, SECURITIES, CHATTEL PAPER

16 REGISTERING AGENT CANADIAN WESTERN BANK
17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 31

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 31
(5104)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 758616687

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		003		20191216 1709 1462 1441	P PPSA	6

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
AND OTHER SECURITY HELD BY DEBTOR #2 IN CONNECTION WITH THE INDEBTEDNESS OF DEBTOR #1 TO DEBTOR #2.

16 REGISTERING AGENT CANADIAN WESTERN BANK
17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 32
(5105)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220425 1401 1462 5754	

21 RECORD REFERENCED: FILE NUMBER 758616687

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			C DISCHARGE		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: LSI LOGISTIX CANADA INC.

25 OTHER CHANGE REASON/ DESCRIPTION

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/ TRANSFEREE				

03/ BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT: CANADIAN WESTERN BANK
17 ADDRESS: 201, 12230 JASPER AVE NW EDMONTON AB T5N3K3

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

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 33
(5106)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 757976256

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		006		20191126 1703 1462 5110	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	LSI WHEELS INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	6855 COLUMBUS RD.			MISSISSAUGA	ON	L5T2G9
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		CANADIAN WESTERN BANK LEASING INC.					
09		ADDRESS	300, 606 4 STREET SW			CALGARY	AB	T2P1T1

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR5LN363450
12	VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZRXLN369888

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
COLLATERAL DESCRIBED IN THE SCHEDULE NO. 437886 DATED NOVEMBER 27, 2019 ATTACHED TO THE MASTER LEASE AGREEMENT DATED NOVEMBER 27, 2019 SECURITY AGREEMENT/LEASE- ALL OF THE GOODS DESCRIBED HEREIN,

16 REGISTERING AGENT CANADIAN WESTERN BANK
17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 34
(5107)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 757976256

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		006		20191126 1703 1462 5110	P PPSA	6

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZRXLN132074
12	VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR1LN132156

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
WHEREVER SITUATED, AND ALL PRESENT AND AFTER ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ACCESSORIES, ADDITIONS, AND ACCESSIONS AFFIXED THERETO, AND ANY SPARE PARTS, SUPPLIES, SUBSTITUTIONS,

16 REGISTERING AGENT CANADIAN WESTERN BANK
17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
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DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 35
(5108)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 757976256

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		006		20191126 1703 1462 5110	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
08	SECURED PARTY / LIEN CLAIMANT					
09		ADDRESS				

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR8LN132297
12	VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR3LN111356

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
REPLACEMENTS, EXCHANGES AND TRADE-INS THEREFOR.
PROCEEDS- ALL PRESENT AND AFTER-ACQUIRED GOODS, SECURITY, INVESTMENT
PROPERTY, INSTRUMENTS, ACCOUNTS, MONEY, DOCUMENTS OF TITLE, CHATTEL

16 REGISTERING AGENT CANADIAN WESTERN BANK

17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
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DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 36
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 757976256

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		006		20191126 1703 1462 5110	P PPSA	6

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR1LN130567
12	VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR4LN098004

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PAPER AND INTANGIBLES, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS OF THE ORIGINAL COLLATERAL OR PROCEEDS THEREOF, INCLUDING ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING

16 REGISTERING AGENT CANADIAN WESTERN BANK
17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 37
(5110)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER
00	757976256

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05		006		20191126 1703 1462 5110	P PPSA	6

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

08	SECURED PARTY / LIEN CLAIMANT
09	ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR7LN104197
12	VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION
14	THE LEASE OR RENTAL OF SUCH GOODS BY THE DEBTOR TO THIRD PARTIES,
15	TOGETHER WITH THE PRESENT AND FUTURE RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO

16	REGISTERING AGENT	CANADIAN WESTERN BANK				
17	ADDRESS	300, 606 4 STREET SW	CALGARY		AB	T2P1T1

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

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 38
(5111)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 757976256

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		06		006		20191126 1703 1462 5110	P PPSA	6

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
COLLATERAL OR PROCEEDS THEREOF, ALL AS DEFINED OR REFERENCED IN THE PERSONAL PROPERTY SECURITY ACT AND REGULATIONS THERETO.

16 REGISTERING AGENT CANADIAN WESTERN BANK
17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 39
(5112)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		004		20191211 1412 1462 0169	

21 RECORD REFERENCED: FILE NUMBER 757976256

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			

24 DEBTOR/TRANSFEROR: BUSINESS NAME LSI WHEELS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION: AMEND REGISTRATION NUMBERS
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE: BUSINESS NAME / ONTARIO CORPORATION NO.

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HCDZAPRXLL257369
12	2020	INTERNATIONAL	RH DAY CAB	3HCDZAPR3LL258119

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/LIEN CLAIMANT ADDRESS: CANADIAN WESTERN BANK, 300, 606 4 STREET SW, CALGARY, AB, T2P1T1

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

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 40
(5113)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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21 RECORD REFERENCED: FILE NUMBER 757976256

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			

24 DEBTOR/TRANSFEROR: BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE: BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HCDZAPR9LL258142
12 VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HCDZAPR6LL259569

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR		CANADIAN WESTERN BANK			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	300, 606 4 STREET SW	CALGARY	AB	T2P1T1

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

CONTINUED... 41

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 41
(5114)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
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21 RECORD REFERENCED: FILE NUMBER 757976256

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

23 REFERENCE: FIRST GIVEN NAME | INITIAL | SURNAME

24 DEBTOR/TRANSFEROR: BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE: BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HCDZAPR8LL264465
12 VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HCDZAPR1LL302456

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR		CANADIAN WESTERN BANK				
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	300, 606 4 STREET SW	CALGARY	AB	T2P1T1	

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

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 42
(5115)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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21 RECORD REFERENCED — FILE NUMBER: 757976256

PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			

24 DEBTOR/TRANSFEROR — BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME / ONTARIO CORPORATION NO.

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HCDZAPR4LL307280
12	2020	INTERNATIONAL	RH DAY CAB	3HCDZAPR6LL311685

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR — CANADIAN WESTERN BANK
17 SECURED PARTY/LIEN CLAIMANT — ADDRESS: 300, 606 4 STREET SW — CALGARY — AB — T2P1T1

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

CONTINUED... 43

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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(5116)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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	CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
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21 RECORD REFERENCED: FILE NUMBER 757976256

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		F PART DISCH		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR: BUSINESS NAME: LSI WHEELS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE: BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR5LN363450
12 VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZRXLN369888

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT: CANADIAN WESTERN BANK
17 ADDRESS: 300, 606 4 STREET SW — CALGARY — AB — T2P1T1

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

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(erj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ENQUIRY RESPONSE
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
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21 RECORD REFERENCED — FILE NUMBER 757976256

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			F PART DISCH		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			

24 DEBTOR/TRANSFEROR — BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZRXLN132074
12 VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR1LN132156

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR		CANADIAN WESTERN BANK			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	300, 606 4 STREET SW	CALGARY	AB	T2P1T1

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

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 45
(5118)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
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21 RECORD REFERENCED: FILE NUMBER 757976256

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			F PART DISCH		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			

24 DEBTOR/TRANSFEROR: BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE: BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR8LN132297
12 VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR3LN111356

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR		CANADIAN WESTERN BANK			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	300, 606 4 STREET SW	CALGARY	AB	T2P1T1

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

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cr)2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 46
(5119)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
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21 RECORD REFERENCED: FILE NUMBER 757976256

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECTION PERIOD
22			F PART DISCH		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05 DEBTOR/ 03/ TRANSFEREE				

06 BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR1LN130567
12 VEHICLE	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR4LN098004

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS: CANADIAN WESTERN BANK, 300, 606 4 STREET SW, CALGARY, AB, T2P1T1

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

CONTINUED... 47

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 47
(5120)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
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21 RECORD REFERENCED: FILE NUMBER 757976256

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			F PART DISCH		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			
24 DEBTOR/ TRANSFEROR	BUSINESS NAME		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2020	INTERNATIONAL	RH DAY CAB	3HSDWTZR7LN104197

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR		CANADIAN WESTERN BANK			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	300, 606 4 STREET SW	CALGARY	AB	T2P1T1

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

CONTINUED... 48

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 48
(5121)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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01		01		001		20220425 1401 1462 5755	

	RECORD REFERENCED	FILE NUMBER	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
21		757976256					
22					C DISCHARGE		

	FIRST GIVEN NAME	INITIAL	SURNAME
23			

24 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: LSI WHEELS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME / ONTARIO CORPORATION NO.

04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CANADIAN WESTERN BANK, 201, 12230 JASPER AVE NW, EDMONTON, AB, T5N3K3

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

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 49
(5122)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 756528903

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		5		20191015 1556 1901 5089	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.					ONTARIO CORPORATION NO.	
04		ADDRESS	6855 COLUMBUS RD			MISSISSAUGA		ON	L5T 2G9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	LSI WHEELS INC.					ONTARIO CORPORATION NO.	
07		ADDRESS	6855 COLUMBUS RD			MISSISSAUGA		ON	L5T 2G9
08	SECURED PARTY / LIEN CLAIMANT		BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.						
09		ADDRESS	102-1465 NORTH SERVICE RD E			OAKVILLE		ON	L6H 1A7

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X	X		14OCT2025	

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	ISUZU	NRR	JALE5W166L7302805
12	VEHICLE	2020	ISUZU	NRR	JALE5W160L7302850

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PURSUANT TO LEASE AGREEMENT 50007676, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50007676 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.				
17	ADDRESS	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2	

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

CONTINUED... 50

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 50
(5123)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 756528903

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		5		20191015 1556 1901 5089		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.		
04		ADDRESS	7294 MASON ROAD	CAMBRIDGE (PUSLINCH)	ONTARIO CORPORATION NO. ON N3C 2V4
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
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,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 51
(5124)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 756528903

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		5		20191015 1556 1901 5089		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
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

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 52

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 52
(5125)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 756528903

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004		5		20191015 1556 1901 5089		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
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 1 2020

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 53

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 756528903

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		005		5		20191015 1556 1901 5089		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL	ISUZU NRR 2020 ISUZU 1 2020 ISUZU NRR 2020 ISUZU		
14	COLLATERAL			
15	DESCRIPTION			

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 54

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
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(5127)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER											
00	749069424											
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01		01		005		20190313 1940 1531 8146		P	PPSA	6		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
02	DEBTOR											
03	NAME	BUSINESS NAME	LSI WHEELS INC.									
									ONTARIO CORPORATION NO.			
04		ADDRESS	6855 COLUMBUS			MISSISSAUGA				ON	L5T 2G9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME							
05	DEBTOR											
06	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.									
									ONTARIO CORPORATION NO.			
07		ADDRESS	6855 COLUMBUS			MISSISSAUGA				ON	L5T 2G9	
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA									
09		ADDRESS	70 YORK STREET 4TH FLOOR			TORONTO				ON	M5J 1S9	

	COLLATERAL CLASSIFICATION											
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE			
10			X			X						
		YEAR	MAKE		MODEL		V.I.N.					
11	MOTOR	2020	INTERNATIONAL		LT625		3HSDZAPR0LN455788					
12	VEHICLE	2020	INTERNATIONAL		LT625		3HSDZAPR5LN349157					
13	GENERAL											
14	COLLATERAL											
15	DESCRIPTION											
16	REGISTERING AGENT		D+H LIMITED PARTNERSHIP									
17		ADDRESS	SUITE 200, 4126 NORLAND AVENUE			BURNABY				BC	V5G 3S8	

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

CONTINUED... 55

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 55
(5128)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 749069424

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		005		20190313 1940 1531 8146		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	LT625	3HSDZAPR9LN440920
12	VEHICLE	2020	INTERNATIONAL	LT625	3HSDZAPR1LN439518

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 56

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 56
(5129)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
749069424

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03	005		20190313 1940 1531 8146		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	LT625	3HSDZAPR4LN443112
12	VEHICLE	2020	INTERNATIONAL	LT625	3HSDZAPR0LN493456

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 57

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(5130)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 749069424

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		005		20190313 1940 1531 8146		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	INTERNATIONAL	LT625	3HSDZAPR2LN432075
12	VEHICLE	2020	INTERNATIONAL	LT625	3HSDZAPR3LN426723

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 58

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

	FILE NUMBER							
00	749069424							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05		005		20190313 1940 1531 8146		
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS						
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

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

	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR 2020	INTERNATIONAL	LT625	3HSDZAPR0LN426811	
12	VEHICLE 2020	INTERNATIONAL	LT625	3HSDZAPR4LN428156	
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT				
17		ADDRESS			

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

CONTINUED... 59

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 59
(5132)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220411 1932 1531 9229	

21 RECORD REFERENCED — FILE NUMBER: 749069424

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	C DISCHARGE		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: LSI WHEELS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

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

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 60

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 60
(5133)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 749017728

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20190312 1310 1590 1848	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LSI WHEELS INC.					ONTARIO CORPORATION NO.	
04		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA		ON	L5T 2G9
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06	NAME	BUSINESS NAME						ONTARIO CORPORATION NO.	
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA						
09		ADDRESS	4500 HIGHWAY 7, SUITE 200			WOODBRIDGE		ON	L4L 4Y7

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		

16	REGISTERING AGENT		DEVRY SMITH FRANK LLP (CM)			
17		ADDRESS	100-95 BARBER GREENE RD.	TORONTO	ON	M3C 3E9

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

CONTINUED... 61

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 61
(5134)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
748725993

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		005		20190301 1438 1530 7123	P PPSA	8

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	LSI WHEELS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS			MISSISSAUGA	ON	L5T 2G9	

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.				ONTARIO CORPORATION NO.		
07		ADDRESS	6855 COLUMBUS			MI	ON	L5T 2G9	

08	SECURED PARTY / LIEN CLAIMANT	HSBC BANK CANADA			
09	ADDRESS	407 8 AVENUE SW 10 FLOOR	CALGARY	AB	T2P 1E5

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N
11	MOTOR	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C5KR877024
12	VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C7KR877025

13	GENERAL	TEN (10) NEW 2019 HYUNDAI COMPOSITE
14	COLLATERAL	AIR RIDE DRY VAN TRAILERS
15	DESCRIPTION	SERIAL NO. 3H3V532C5KR877024

16	REGISTERING AGENT	D+H LIMITED PARTNERSHIP			
17	ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

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

CONTINUED... 62

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 62
(5135)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 748725993

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		005		20190301 1438 1530 7123		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C1KR877036
12	VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C3KR877037

13 GENERAL COLLATERAL DESCRIPTION 3H3V532C7KR877025
14 3H3V532C1KR877036
15 3H3V532C3KR877037

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 63

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 63
(5136)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 748725993

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		005		20190301 1438 1530 7123		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C5KR877038
12	VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C7KR877039

13 GENERAL COLLATERAL DESCRIPTION 3H3V532C5KR877038
14 3H3V532C7KR877039
15 3H3V532C3KR877040

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 64

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 64
(5137)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

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

FILE NUMBER
00 748725993

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		005		20190301 1438 1530 7123		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C3KR877040
12	VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C5KR877041

13 GENERAL 3H3V532C5KR877041
14 COLLATERAL 3H3V532C4KR877046
15 DESCRIPTION 3H3V532C6KR877047

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 65

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 65
(5138)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE Ccurrency : 16MAY 2022

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

FILE NUMBER
00 748725993

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05	005		20190301 1438 1530 7123		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C4KR877046
12 VEHICLE	2019	HYUNDAI	AIR RIDE DRY VAN	3H3V532C6KR877047

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 66

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 66
(5139)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220411 1932 1531 9228	

21 RECORD REFERENCED — FILE NUMBER: 748725993

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	C DISCHARGE		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: LSI WHEELS INC.

25 OTHER CHANGE REASON/ DESCRIPTION

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: CANADIAN SECURITIES REGISTRATION SYSTEMS, 4126 NORLAND AVENUE, BURNABY, BC, V5G 3S8

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

CONTINUED... 67

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 67
(5140)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	747696132										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD		
01		001		4		20190118 1717 9102 3491	P	PPSA	06		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	LOAD SOLUTIONS INC.								
									ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS RD			MISSISSAUGA,			ON	L5T	2G9
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME	LSI WHEELS INC.								
									ONTARIO CORPORATION NO.		
07		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA,			ON	L5T	2G9
08	SECURED PARTY / LIEN CLAIMANT		MERCADO CAPITAL CORPORATION,A DIV. OF WESTMINSTER SAVINGS CREDIT UNION								
09		ADDRESS	SUITE 1900, 13450 - 102 AVENUE			SURREY			BC	V3T	5Y1

COLLATERAL CLASSIFICATION

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

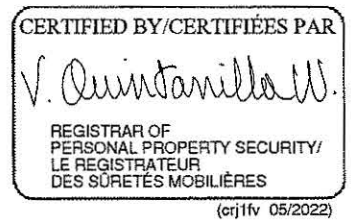
	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2015	WABASH	DROP FRAME VAN	1JJV532D7FL832233
12 VEHICLE	2015	WABASH	DROP FRAME VAN	1JJV532D9FL832234

13 GENERAL
14 COLLATERAL
15 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

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 68



(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 68
(5141)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 747696132

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		4		20190118 1717 9102 3491		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	LSI WHEELS INC.		
04		ADDRESS	6855 COLUMBUS ROAD	MISSISSAUGA,	ONTARIO CORPORATION NO. ON L5T 2G9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

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

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 69

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 69
(5142)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 747696132

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		4		20190118 1717 9102 3491		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
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

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 70

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 70
(5143)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE Ccurrency : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 747696132

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004		4		20190118 1717 9102 3491		

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 71

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104439.66

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

REPORT : PSSR060
PAGE : 71
(5144)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WHEELS INC.
FILE CURRENCY : 16MAY 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
767851965	20201119 1444 1530 7661	20201203 1933 1531 4357	20220411 1932 1531 9231	
767503836	20201106 1934 1531 7230	20220411 1932 1531 9230		
760084362	20200212 1843 1902 2205	20210609 1620 1465 1669	20211015 1746 1465 1141	
758616687	20191216 1709 1462 1441	20220425 1401 1462 5754		
757976256	20191126 1703 1462 5110	20191211 1412 1462 0169	20191211 1412 1462 0170	20220425 1401 1462 5755
756528903	20191015 1556 1901 5089			
749069424	20190313 1940 1531 8146	20220411 1932 1531 9229		
749017728	20190312 1310 1590 1848			
748725993	20190301 1438 1530 7123	20220411 1932 1531 9228		
747696132	20190118 1717 9102 3491			

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104538.51

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

REPORT : PSSR060
PAGE : 1
(5145)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LSI WORLD INC.

FILE CURRENCY : 16MAY 2022

ENQUIRY NUMBER 20220517104538.51 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

CONTINUED... 2

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104538.51

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

REPORT : PSSR060
PAGE : 2
(5146)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WORLD INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	749017737										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		001		1		20190312 1310 1590 1849	P	PPSA		6	
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR										
03	NAME	BUSINESS NAME	LSI WORLD INC.						ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA			ON	L5T 2G9	
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR										
06	NAME	BUSINESS NAME							ONTARIO CORPORATION NO.		
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA								
09		ADDRESS	4500 HIGHWAY 7, SUITE 200			WOODBRIDGE			ON	L4L 4Y7	

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: DEVRY SMITH FRANK LLP (CM)
17 ADDRESS: 100-95 BARBER GREENE RD. TORONTO ON M3C 3E9

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104538.51

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

REPORT : PSSR060
PAGE : 3
(5147)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LSI WORLD INC.
FILE CURRENCY : 16MAY 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
749017737	20190312 1310 1590 1849			

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104857.05

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

REPORT : PSSR060
PAGE : 1
(5154)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : GSB PROPERTIES LTD.

FILE CURRENCY : 16MAY 2022

ENQUIRY NUMBER 20220517104857.05 CONTAINS 4 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

CONTINUED... 2

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104857.05

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

REPORT : PSSR060
PAGE : 2
(5155)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GSB PROPERTIES LTD.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 749017593

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20190312 1308 1590 1843	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	GSB PROPERTIES LTD.				ONTARIO CORPORATION NO.	
04		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA	ON	L5T 2G9
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA					
09		ADDRESS	4500 HIGHWAY 7, SUITE 200			WOODBRIDGE	ON	L4L 4Y7

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		DEVRY SMITH FRANK LLP (CM)			
17		ADDRESS	100-95 BARBER GREENE RD.	TORONTO	ON	M3C 3E9

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104857.05

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

REPORT : PSSR060
PAGE : 3
(5156)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GSB PROPERTIES LTD.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 749017611

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20190312 1308 1590 1844	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	GSB PROPERTIES LTD.		
04		ADDRESS	6855 COLUMBUS ROAD	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5T 2G9
05		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	DEBTOR NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA		
09		ADDRESS	4500 HIGHWAY 7, SUITE 200	WOODBRIDGE	ON L4L 4Y7

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		DEVRY SMITH FRANK LLP (CM)		
17		ADDRESS	100-95 BARBER GREENE RD.	TORONTO	ON M3C 3E9

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104857.05

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

REPORT : PSSR060
PAGE : 4
(5157)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : GSB PROPERTIES LTD.
FILE CURRENCY : 16MAY 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
749017593	20190312 1308 1590 1843			
749017611	20190312 1308 1590 1844			

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104639.79

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

REPORT : PSSR060
PAGE : 1
(5148)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2191562 ONTARIO INC.

FILE CURRENCY : 16MAY 2022

ENQUIRY NUMBER 20220517104639.79 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104639.79

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(5149)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2191562 ONTARIO INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 749017701

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20190312 1309 1590 1846	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	2191562 ONTARIO INC.			ONTARIO CORPORATION NO.		
04		ADDRESS	6855 COLUMBUS ROAD		MISSISSAUGA		ON	L5T 2G9
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA					
09		ADDRESS	4500 HIGHWAY 7, SUITE 200		WOODBRIDGE		ON	L4L 4Y7

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		DEVRY SMITH FRANK LLP (CM)			
17		ADDRESS	100-95 BARBER GREENE RD.	TORONTO	ON	M3C 3E9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104639.79

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(5150)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2191562 ONTARIO INC.
FILE CURRENCY : 16MAY 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
749017701	20190312 1309 1590 1846			

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104749.05

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(5151)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2597370 ONTARIO INC.

FILE CURRENCY : 16MAY 2022

ENQUIRY NUMBER 20220517104749.05 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104749.05

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(5152)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2597370 ONTARIO INC.
FILE CURRENCY : 16MAY 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
749017719

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20190312 1309 1590 1847	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	2597370 ONTARIO INC.					ONTARIO CORPORATION NO.	
04		ADDRESS	6855 COLUMBUS ROAD			MISSISSAUGA		ON	L5T 2G9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME						ONTARIO CORPORATION NO.	
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT		HSBC BANK CANADA						
09		ADDRESS	4500 HIGHWAY 7, SUITE 200			WOODBRIDGE		ON	L4L 4Y7

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT		DEVRY SMITH FRANK LLP (CM)					
17		ADDRESS	100-95 BARBER GREENE RD.			TORONTO	ON	M3C 3E9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 137
RUN DATE : 2022/05/17
ID : 20220517104749.05

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(5153)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2597370 ONTARIO INC.
FILE CURRENCY : 16MAY 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
749017719	20190312 1309 1590 1847			

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crij6 05/2022)

Ontario

This is Exhibit "G" referred to in the Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

PUYA J. FESHARAKI

HSBC

June 11, 2021

VIA EMAIL

LSI Logistix Canada Inc., 219562 Ontario Inc., LSI Wheels Inc. and LSI USA Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sir:

Re: Indebtedness of LSI Logistix Canada Inc., 219562 Ontario Inc., LSI Wheels Inc. and LSI USA Inc. to HSBC Bank Canada

We refer to the credit facilities made available to LSI Logistix Canada Inc., 219562 Ontario Inc., LSI Wheels Inc. and LSI USA Inc. (collectively, the "**Borrowers**") by HSBC Bank Canada (the "**Bank**") pursuant to the Credit Facility Agreement dated January 21, 2021, as amended from time to time (as amended, the "**Credit Facility Agreement**") including by an amending agreement dated April 21, 2021 (the "**April Amendment**"). Any capitalized terms not defined herein have the meanings given to them in the Credit Facility Agreement.

The Borrowers' financial reporting shows that they have breached their obligations to the Bank under the Credit Facility Agreement (collectively, the "**Defaults**"), including as a result of the following:

a) section 6(a)(iii) of the Credit Facility Agreement provides that the Debt Service Coverage ratio for LSI World Inc. (on a consolidated basis) cannot be less than 1.25 to 1.00 at any time. The Borrowers' management-prepared financial statements demonstrate that the Debt Service Coverage ratio was breached as at March 31, 2021; and

b) sections 6(a)(i)-(ii) of the Credit Facility Agreement provide, respectively, that the Debt to TNW ratio for LSI World Inc. (on a consolidated basis) cannot exceed 3.00 to 1.00 from March 31, 2021 onwards, and that the ratio of current assets to current labilities of LSI World Inc. (on a consolidated basis) cannot be less than 1.25 to 1.00 from March 31, 2021 onwards. The Borrowers' financial reporting demonstrates that each of the Debt to TNW ratio and the ratio of current assets to liabilities was breached as at April 30, 2021.

In addition to the Defaults, the Bank has serious concerns about the financial results of the Borrowers, including its most recently reported annual consolidated net loss of $2,777,303 and monthly consolidated net loss of $474,068.

The Bank has no obligation to continue to provide further credit to the Borrower in view of the Defaults. It is only prepared to do so on a day to day basis, subject in all respects to the terms of this letter being complied with, and only up to the amounts set out herein. As a result of the

Defaults and their continuing nature, effective immediately, the Operating Loan Facility limit is capped at $2,300,000 subject always to margin availability, and absolutely no margin deficit will be permitted under the Operating Loan Facility. If the Borrowers require any funding in excess of the permitted amounts, the Borrowers' shareholders will have to inject the necessary funds. Further, the amendments to the Operating Loan Facility contemplated by the April Amendment is no longer available, due to the Defaults.

The Bank requires that the Borrowers immediately provide the following information and documentation to the Bank:

1. immediately and every week hereafter, the Borrowers' (a) weekly cash-flow forecasts for the following week, including forecasted margin position, (b) weekly aged accounts receivable listing, (c) weekly aged accounts payable listing and (d) a certificate of margin compliance in the form provided by the Bank;
2. a complete and current list of all trucks and trailers owned or operated by any of the Borrowers including, with respect to each such truck and trailer, (a) whether the truck or trailer is owned or leased; (b) the Borrower entity that is the owner or operator of the truck or trailer, as applicable; (c) the jurisdiction where the truck or trailer is registered, and (d) if the truck or trailer is leased, the name of the lessee;
3. a complete and current list of all of the Borrowers' existing loan and leasing agreements identifying pertinent information including, without limitation, (a) the names of the borrower and lenders under such loan or lease arrangements, (b) the outstanding amounts of all such indebtedness, and (c) whether the Borrowers' are in default of their obligations under such loan or lease agreements, and whether the lessees have demand payment;
4. copies of the Borrowers' three (3) most recent monthly bank account statements in respect of their banking arrangements with Bank of Montreal or any other financial situation where any of the Borrowers have a bank account;
5. further to previous discussions, confirmation of which of the Borrowers' bank account statements are currently being audited by MNP and when the results of the audit are expected;
6. details of the cost cutting measures the Borrowers have recently undertaken.
7. the Borrowers' annual earnings pursuant to their business relationship with Nestle prior to such relationship being terminated;
8. information with respect to the amalgamation that involved LSI World Inc. and 2613223 Ontario Inc., including (a) details as to the date when same occurred and the current amalgamated name of the entity; (b) recent financial statements for 2613223 Ontario Inc., and (c) a pro-forma balance sheet in respect of the amalgamated entity; and
9. a current organizational chart that sets out each of the Borrowers, the guarantors thereof, and the amalgamated entity referred to in the preceding paragraph.

We confirm that the Bank has not waived the Defaults and requires compliance with all terms of the Credit Facility Agreement at all times.

We also confirm further that there is no agreement on the part of the Bank to forbear from enforcing any of its rights and remedies in respect of the Borrower and the guarantors thereof. In particular, no delay by the Bank in enforcing any of its rights and remedies constitutes a waiver by the Bank of any of the Defaults.

The Bank expressly reserves all of its rights and remedies under the Credit Facility Agreement, the security documentation delivered by the Borrowers and the guarantors thereof to the Bank and otherwise in connection with the Defaults.

Yours very truly,

HSBC BANK OF CANADA

For:

Per:_____
Name: Andrew O'Coin
Title: Assistant Vice-President

Per:_____
Name: Brian Pettit
Title: Assistant Vice-President

This is Exhibit “H” referred to in the Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

PUYA J. FESHARAKI

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HSBC

Personal & Confidential

August 3, 2021

Via Electronic Mail

LSI Logistix Canada Inc., LSI Wheels Inc. and LSI Logistix USA, Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sir:

Re: Indebtedness of LSI Logistix Canada Inc., LSI Wheels Inc., and LSI Logistix USA, Inc. to HSBC Bank Canada

WHEREAS:

1. Pursuant to a credit facility agreement dated March 3, 2021, as amended by an amending agreement dated April 21, 2021 (the "**April Amendment**") (collectively, as amended, the "**Credit Facility Agreement**"), HSBC Bank Canada (the "**Bank**") has made available to LSI Logistix Canada Inc. (formerly known as Load Solutions Inc.) ("**LSI**"), LSI Wheels Inc. ("**LSI Wheels**"), and LSI Logistix USA, Inc. (formerly known as Load Solutions USA Inc.) ("**LSI Logistix-USA**") (collectively, the "**Debtors**") the following credit facilities (collectively, the "**Credit Facilities**"):

   (a) demand operating revolving loan facility limited to the maximum principal amount of $2,300,000 (the "**Operating Facility**"), subject always to margin availability determined in accordance with the Credit Facility Agreement. As of July 27, 2021, the principal amount outstanding under the Operating Facility is the sum of $1,476,285.49, together with interest and costs (including, without limitation, legal fees and disbursements) to the date of payment;

   (b) demand non-revolving co-lend facility with BDC limited to the maximum principal amount of $1,500,000 (the "**Co-Lend Facility**"). As of July 27, 2021, the principal amount outstanding under the Co-Lend Facility is the sum of $1,500,000.00, together with interest and costs (including, without limitation, legal fees and disbursements) to the date of payment; and

   (c) demand revolving foreign exchange facility limited to the maximum principal amount of US$5,263,157 (the "**Foreign Exchange Facility**"). As of July 27, 2021, the principal amount outstanding under the Foreign Exchange Facility is the sum of $0, together with interest and costs (including, without limitation, legal fees and disbursements) to the date of payment.

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2. Pursuant to an Offer to Lease dated December 3, 2020 (the "**Offer to Lease**"), the Bank has made available to LSI and LSI Wheels a leasing facility in the maximum principal amount of $3,097,205 (the "**Leasing Facility**"). As of July 27, 2021, the amount outstanding under the Leasing Facility is the sum of $2,694,996.09 including HST, together with costs (including, without limitation, legal fees and disbursements) to the date of payment.

3. The Bank has also made available to the Debtors a credit card facility in the maximum principal amount of $250,000 (the "**Credit Card Facility**"). As of July 27, 2021, the principal amount outstanding under the Credit Card Facility is the sum of $231,144.39, together with interest and costs (including, without limitation, legal fees and disbursements) to the date of payment.

4. The term "Credit Facilities" as used herein shall include the Leasing Facility and the Credit Card Facility.

5. The Debtors also maintain certain current accounts with the Bank (collectively, the "**Accounts**").

6. As security for all of the present and future indebtedness and obligations of the Debtors to the Bank, the Debtors have granted to the Bank security on all of their personal property, assets and undertaking (collectively, the "**Debtors' Security**"). The Debtors' Security, includes without limitation, the following:

   (a) general security agreements from each of the Debtors;

   (b) assignment of book debts from each of the Debtors; and

   (c) security over cash, credit balances and deposit instruments agreement from LSI USA Inc.

7. Vikram Dua (in such capacity, the "**Personal Guarantor**") has delivered to the Bank a guarantee of the indebtedness and obligations of the Debtors to the Bank limited to the principal amount of $1,500,000 plus interest and costs (including, without limitation, legal fees and disbursements) to the date of payment (the "**Personal Guarantee**").

8. All of the following persons, which include the Debtors, (collectively, in such capacity, the "**Corporate Guarantors**" and together with the Personal Guarantor, the "**Guarantors**") have also provided unlimited guarantees of the indebtedness and obligations of the Debtors to the Bank (collectively the "**Corporate Guarantees**" and together with the Personal Guarantee, the "**Guarantees**"):

   (a) each of the Debtors;

   (b) GSB Properties Ltd.;

   (c) 2597370 Ontario Inc.;

   (d) LSI World Inc.;

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(e) LSI Terminals USA Inc.;

(f) LSI Holdings USA Inc.;

(g) 2191562 Ontario Inc. ("**219**"); and

(h) LSI USA Inc. ("**LSI USA**").

9. As security for all of the present and future indebtedness and obligations of the Corporate Guarantors to the Bank under the Corporate Guarantees, the Corporate Guarantors have granted to the Bank security on all of their personal property, assets and undertaking (collectively, the "**Guarantors' Security**" and together with the Debtors' Security, the "**Security**"). The Guarantors' Security, includes without limitation, the following:

(a) a general security agreement from each of the Corporate Guarantors; and

(b) security over cash, credit balances and deposit instruments agreements from each of 219, LSI USA, and LSI Wheels.

10. By letter dated June 11, 2021 (the "**June Letter**"), the Bank, among other things:

(a) noted the Debtors in default of their obligations to the Bank under the Credit Facility Agreement, as described therein (collectively, the "**Existing Defaults**");

(b) confirmed that the maximum principal amount available under the Operating Facility was $2,300,000, subject always to margin availability; and

(c) requested the Debtors to immediately provide certain enumerated reporting and documentation.

11. Due to the Existing Defaults, the credit facilities contemplated by the Receivables Financing Agreement dated January 18, 2021 were not made available to the Debtors, and the corresponding reduction in the Operating Facility contemplated by the April Amendment was not effected (as confirmed in the June Letter). For greater certainty, all amendments contemplated by the April Amendment, other than the reduction in the Operating Facility, are in full force and effect.

12. The Debtors' July 16, 2021 margin compliance certificate shows that the Debtors have exceeded the maximum permitted margin availability under the Operating Facility by $663,000 (the "**Margin Deficit**").

13. The Debtors maintain current accounts at other financial situations, in contravention of paragraph 6(c) of the Credit Facility Agreement which requires that the Debtors maintain all accounts with the Bank or with HSBC Bank USA (the "**Accounts Default**").

14. Each of the Margin Deficit and the Accounts Default constitute a further default of the Debtors' obligations to the Bank under the Credit Facility Agreement (together with the Existing Defaults, the "**Defaults**").

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15. The Debtors and the Guarantors (together, the "**Credit Parties**") have requested that the Bank forbear from enforcing its rights and remedies against the Credit Parties in order to provide the Debtors time to improve their financial position and satisfy their obligations to the Bank.

16. The Debtors have provided the Bank with the cash-flow forecast (the "**Cash Flow Forecast**") that is attached as Schedule "A" hereto in respect of the requested forbearance period.

17. The Bank has not waived the Defaults but, subject to the terms and conditions of this Agreement, the Bank will forbear from enforcing its rights and remedies against the Credit Parties until the earlier of: (i) the occurrence of a Forbearance Terminating Event (as defined herein), and (ii) October 31, 2021 (the "**Forbearance Deadline**").

NOW THEREFORE, in consideration of the Bank's forbearance as described herein, for the other accommodations described herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged by the Credit Parties, the Credit Parties hereby agree with the Bank as follows:

ACKNOWLEDGEMENTS

18. The Credit Parties each acknowledge and agree that:

(a) each of the foregoing recitals is true and correct;

(b) unless otherwise specified, all capitalized terms contained herein have the same meaning as in the Credit Facility Agreement;

(c) all representations and warranties in the Credit Facility Agreement are hereby renewed, confirmed and continue;

(d) except as specifically set forth in this Agreement, all terms and conditions of the Credit Facility Agreement shall remain in effect, unamended. To the extent that any provision thereof is inconsistent with this Agreement, this Agreement shall prevail;

(e) the Bank requires compliance with the terms of the Credit Facility Agreement and no failure on the part of the Bank to take steps following non-compliance shall constitute any waiver, accommodation, amendments or otherwise;

(f) the Debtors are indebted to the Bank under the Credit Facilities in the amounts specified in this Agreement as at the date specified herein, together with interest and costs to the date of payment;

(g) the indebtedness of the Debtors to the Bank pursuant to the Credit Facilities and the obligations of the Guarantors to the Bank pursuant to the Guarantees are each payable on demand; and

(h) the Security and the Guarantees are each valid, binding and enforceable in accordance with their terms.

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19. The Credit Parties hereby consent to the terms of the Bank's forbearance and other accommodations as set out herein. The Credit Parties specifically acknowledge that they have no defences, counterclaims or rights of set-off or reduction to any claims which might be brought by the Bank under the Security granted by the Debtors to the Bank or in respect of the Credit Facilities.

20. The Credit Parties hereby agree that they each absolutely and irrevocably release the Bank and its officers, directors, employees, solicitors and agents (the "**Releasees**") of and from any and all claims which they may have in respect of the Releasees up to and including the date hereof including, without limitation, any actions taken by the Bank in dealing with the Debtors, the Credit Facilities, the Security, the Guarantees or with the administration of the Accounts.

21. Unless a Forbearance Terminating Event (as defined herein) occurs under this Agreement, the Bank shall take no further steps prior to the Forbearance Deadline to enforce its rights and remedies under the Credit Facility Agreement, the Security or the Guarantees.

CONDITIONS PRECEDENT

22. This Agreement is subject to approval by the Bank's credit committee and satisfaction of the following conditions on or before **5:00 p.m. on August 5, 2021:**

    (a) a duly authorized, executed and delivered original of this Agreement executed by each of the Credit Parties;

    (b) a duly authorized, executed and delivered consent to the appointment of a professional firm to be determined by the Bank as the Bank's consultant (the "**Consultant**") to review, among other things, the Debtors' financial position, financial forecasts, and the security position of the Bank in accordance with the engagement letter to be signed between the Bank and the Consultant;

    (c) BDC's written consent to the terms of this Agreement;

    (d) a duly authorized, executed and delivered Promissory Note in respect of the Demand Loan Facility (as defined below) executed by LSI; and

    (e) a duly authorized, executed and delivered agreement in respect of the Credit Card Facility and any further documentation relating to the Credit Card Facility required by the Bank,

    (together, the "**Conditions Precedent**").

23. The Conditions Precedent are for the sole benefit of the Bank and may be waived only by the Bank in writing. If the Conditions Precedent are not complied with to the satisfaction of the Bank by the date and time provided for above, and the Bank will not waive satisfaction thereof, then the accommodations offered by the Bank hereunder shall be terminated.

AMENDMENTS TO CREDIT FACILITIES

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24. The Bank shall make a new demand non-revolving loan facility available to LSI in the principal amount of $200,000 (the "**Demand Loan Facility**"). The Credit Facility Agreement shall be amended to include the terms and conditions of the New Loan by adding Schedule "B" hereto as a new section 3B immediately after the section titled "3A. Margin Requirement".

25. Effective immediately:

    (a) the Foreign Exchange Facility is hereby cancelled and no further credit shall be made available thereunder;

    (b) the maximum amount available under the Operating Facility shall be reduced to $1,690,000;

    (c) the Debtors shall not allow the Margin Deficit to increase, and the Margin Deficit shall be reduced to nil on or before August 31, 2021; and

    (d) if LSI, as Debtor, requires any funding in excess of the permitted amounts under the Credit Facility Agreement, LSI's shareholders will be required to inject the necessary funds.

26. The terms "Borrower" and "Borrowers" under the Credit Facility Agreement and as used herein (which previously included three companies on a joint and several basis) shall hereafter refer to LSI only. All references to the "Borrowers" in the Credit Facility Agreement shall hereafter be amended and interpreted in the singular to refer only to LSI. For greater certainty, (i) effective immediately, the Credit Facilities shall only be made available to LSI, and (ii) LSI Wheels and LSI Logistix-USA shall remain Guarantors under the Credit Facility Agreement and this Agreement.

27. The maximum amount available under the Credit Card Facility shall be reduced to $50,000 upon advance of the Demand Loan Facility.

REPORTING REQUIREMENTS

28. The Credit Parties shall strictly adhere to all reporting requirements set out in the Credit Facility Agreement, except as amended herein.

29. On or before 5:00 pm EST on:

    (a) every Tuesday hereafter for the following four weeks, LSI shall provide the Bank with its: (a) weekly cash-flow forecasts for the following week, including forecasted margin position; (b) weekly aged accounts receivable listing; (c) weekly aged accounts payable listing; and (d) a certificate of margin compliance in the form provided by the Bank; and

    (b) July 29, 2021, LSI shall provide to the Bank monthly forecasts satisfactory to the Bank for LSI's fiscal year ended March 22, 2022, including forecasted income statement, balance sheet, and cash flow statement.

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30. The Credit Parties shall provide the Bank or its agents, including the Consultant, with any information regarding the Credit Facilities and the financial position of any of the Credit Parties or the security position of the Bank which the Bank may request from time to time.

31. The engagement of the Consultant shall continue until terminated by the Bank. The Debtors shall provide to the Consultant their full cooperation and unrestricted access to their business premises and financial records and shall provide to the Consultant or to the Bank such information regarding the financial position of the Debtors, the security position of the Bank or any other matter or thing relevant in the Bank's sole discretion to the Credit Facilities or this Agreement as the Bank may require from time to time.

32. The Debtors shall at all times be in material compliance with any financial forecasts provided to the Bank, including the Cash Flow Forecast.

ADDITIONAL COVENANTS

33. LSI, as Debtor, shall only maintain current accounts with the Bank or HSBC Bank USA in accordance with the terms of the Credit Facility Agreement, and LSI shall close any current accounts with any other financial institutions on or before August 20, 2021.

34. Without limiting the Bank's right to exercise any of its rights and remedies at any time, the Debtors acknowledge and agree that, upon the occurrence of the Forbearance Deadline, or a Forbearance Terminating Event (as defined below), the Bank may, at any time, (i) terminate all or a portion of the Credit Facilities, at which time no further credit will be available thereunder; (ii) demand payment of all amounts owing by the Debtors and the Guarantors; and (iii) issue any notices for the enforcement of its rights and remedies.

35. The Debtors irrevocably authorize the Bank to debit their Accounts periodically, or from time to time in order to pay all or part of the amounts it may owe to the Bank.

36. The Credit Parties irrevocably authorize and direct the Bank to file UCC registrations in respect of the Security in any jurisdictions in the United States where the Credit Parties carry on operations or the Bank otherwise determines necessary in its sole discretion.

37. The Debtors represent, warrant, covenant and agree that all business in the nature of or related to the business transacted by the Debtors prior to the date hereof shall continue to be transacted in the name of and for the account of the Debtors at the Bank. In particular, no such business or transaction shall be performed in the name of or recorded or applied for the benefit of any person, firm or corporation other than the Debtors. The Debtors acknowledge and agree that the Debtors shall deposit all revenues, collections of accounts receivable and any other income generated by the Debtors only to the Accounts, except as expressly waived in writing by the Bank and subject to any terms and conditions of such written waiver.

38. The Credit Parities confirm to and in favour of the Bank that all assets secured by the Bank's security are in existence, in the possession and control of the Credit Parties and have not been transferred, sold, encumbered or impaired in any manner which would deteriorate from or adversely affect the value of same.

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39. The Debtors acknowledge that the Bank has requested that the position of each unsecured creditor of the Debtors will not be adversely affected during the term of this Agreement, subject to the Debtors' usual business practices.

40. The Debtors shall maintain, at all times, insurance coverage on all of their personal and real property against loss or damage caused by fire and any other risk as is customarily maintained by companies carrying on a similar business.

41. The Debtors agree to comply with all applicable environmental laws and regulations. The Debtors certify that no environmental laws or regulations have been violated with respect to any of the Debtors' property and, to the best of their knowledge, no proceedings have or have been threatened to be instituted with respect to a breach of any environmental laws or regulations.

42. The Debtors shall indemnify the Bank for any damage which the Bank may suffer or any responsibility which they may incur as a result of non-compliance by the Debtors with any applicable environmental laws and regulations affecting the Debtors' assets or their business.

43. The Defaults are not waived by this Agreement and each Default is specifically reserved and preserved. Subject to the provisions of this Agreement, the Bank agrees not to take any further steps in enforcement of its rights and remedies against the Debtors prior to the Forbearance Deadline unless and until an event of default, other than the existing Defaults, occurs under the Credit Facility Agreement or one of the following events has occurred in respect of the Debtors (a "**Forbearance Terminating Event**"):

    (a) if the Conditions Precedent have not been satisfied by the times and dates specified herein, or any term of this Agreement is not complied with by the Debtors;

    (b) if the Debtors fail to make any payment when due to the Bank;

    (c) if the Debtors materially deviate from any financial forecasts provided to the Bank, including the Cash Flow Forecast;

    (d) any other creditor of the Debtors exercises or purports to exercise any rights against any of the property, assets or undertaking of the Debtors or any creditor brings any proceeding or takes any other action under the (Canada) *Bankruptcy and Insovlency Act*, the (Canada) *Companies' Creditors Arrangement Act* (Canada), the (Ontario) *Business Corporations Act*, the (Canada)*Winding-Up Act* or any similar legislation in any jurisdiction including under title 11 of the United States Code;

    (e) if any steps are taken by the Debtors or a third party to wind up or dissolve, reorganize, or liquidate the Debtors without the prior written consent of the Bank;

    (f) any representation or warranty made by the Debtors in connection with the execution and delivery of this Agreement or in any of the security agreements held by the Bank shall prove to have been incorrect in any material respect at the time such representation or warranty was made;

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(g) any default or failure by the Debtors to make any payment of wages or other monetary remuneration payable by Debtors to their employees under the terms of any contract of employment, oral or written, express or implied (the "**Payroll**") or the failure by the Debtors to pay to the relevant governmental authority when due any of the priority payables exigible in respect of a Payroll;

(h) the sale, lease, transfer, relocation, abandonment or any other disposition of the assets of the Debtors out of the ordinary course of business, which are subject to the Bank's security without the express prior written consent of the Bank;

(i) if any of the representations or financial reporting information provided by the Debtors to the Bank proves to be false, misleading, inaccurate or incorrect in any material respect at the time such representation or financial reporting information was made or delivered;

(j) there has been, in the opinion of the Bank, acting reasonably, a material adverse change (as defined in the Credit Facility Agrement) has occured; and

(k) if the Debtors fail to provide the Bank the reporting or other information specified herein or as required from time to time.

44. Upon the earlier of:

(a) the Forbearance Deadline, or

(b) the occurrence of a Forbearance Terminating Event,

the Bank may take steps to enforce all of its rights and remedies against the Debtors and the Guarantors including, without limitation, issuing a demand for payment, any relevant statutory notices of intention to enforce, and enforcing the security held by the Bank from the Debtors.

45. The Credit Parties hereby irrevocably agree, upon request by the Bank, to forthwith duly execute or deliver or cause to be executed or delivered to the Bank such further instruments, agreements or similar documents or do or cause to be done such further acts as may be necessary or desirable in the opinion of the Bank, acting reasonably, to carry out the provisions and purposes of this Agreement or the Credit Facility Agreement.

46. The Bank's forbearance from enforcing its rights and remedies against the Debtors and the Guarantors and the other accommodations described herein are in the sole discretion of the Bank and may be terminated upon the occurrence of a Forbearance Terminating Event without requiring any forbearance or delay on the part of the Bank. The Bank shall advise the Debtors when a Forbearance Terminating Event has occurred such that the forbearance is at an end.

47. All terms and conditions of the Credit Facilities, the Security and the Guarantees shall continue in full force and effect save and except as stated to be specifically amended by this Agreement.

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48. The Debtors covenant to and in favour of the Bank and agree that, except as permitted herein, it will not grant any further security on any of their property, assets or undertaking without the written consent of the Bank, which may be withheld by the Bank in its sole and unfettered discretion.

49. The Debtors acknowledge and agree that there shall be no change of ownership or control of the Debtor, as such term is defined within the meaning of the (Ontario) *Business Corporations Act*, without the Bank's prior written consent, which consent may be withheld in the Bank's sole and unfettered discretion.

50. The Debtors shall not loan funds, make equity investments or provide financial assistance to a third party by way of a guarantee, surety, or otherwise until such time as the Debtors' indebtedness to the Bank has been permanently repaid.

51. The Debtors shall not amalgamate with another corporation, purchase or redeem their shares or otherwise reduce their capital until such time as the Debtors' indebtedness to the Bank has been permanently repaid without the prior consent of the Bank.

52. Time shall be of the essence of this Agreement and this Agreement shall be governed by the laws of the Province of Ontario.

53. This agreement may be executed in counterparts, which counterparts taken together shall evidence an agreement as of the date first set out above.

54. The Debtors hereby acknowledge and agree that the Bank may apply any amounts outstanding to the credit of the Debtors as a set-off or in combination of the indebtedness of any of the Debtors to the Bank. The application of any such funds shall be as the Bank may determine.

55. The Debtors hereby covenant and agree that the Bank shall be an unaffected creditor in any insolvency proceeding involving the Debtors pursuant to *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* or similar legislation.

56. The Debtors agree that all acknowledgements provided in this Agreement are effective notwithstanding the provisions of the *Limitations Act, 2002*.

57. The Debtors agree to pay all actual present and future legal and Consultant fees and disbursements incurred by the Bank in respect of or in any way related to any of the Debtors, the Credit Facilities, the Accounts, or the Security including, without limitation, the Bank's legal fees in connection with the preparation and enforcement of this Agreement. The Debtors authorize and direct the Bank to debit the amount of all such legal and Consultant fees and disbursements from any of the Accounts.

[*Signature pages follow*]

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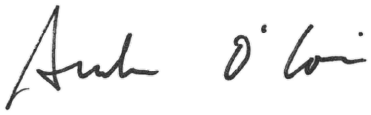
Yours truly,

HSBC BANK CANADA

By: 

Name: Andrew O'Coin
Title: AVP

We have authority to bind the Bank.

By:

For: Name: Brian Pettit
Title: AVP

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Acknowledged and agreed to this _____ day of _____, 2021. 04 August 2021

As Borrower:

LSI LOGISTIX CANADA INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

As Guarantors:

2191562 ONTARIO INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

LSI WHEELS INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

LSI USA INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

GSB PROPERTIES LTD.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

Zoho Sign Document ID: LMB7HKXQKOZYEHFICPHKJGZOZBZX4ZPJ14BPTDY8HSC

Acknowledged and agreed to this _____ day of _____, 2021. Aug 04 2021

2597370 ONTARIO INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

LSI WORLD INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

LSI TERMINALS USA INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

LSI HOLDINGS USA INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

LSI LOGISTIX USA, INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

Zoho Sign Document ID: LMB7HKXQKOZYEHFICPHKJGZOZBZX4ZPJ14BPTDY8HSC

Acknowledged and agreed to this _____ day of _____, 2021. Aug 04 2021

PERSONAL GUARANTOR:

Per:_____
Witness as to signature of Vikram Dua

Per: Vikram Dua_____
Vikram Dua

Zoho Sign Document ID: LMB7HKXQKOZYEHFICPHKJGZOZBZX4ZPJ14BPTDY8HSC

Schedule "A"
Cash Flow Forecast

Zoho Sign Document ID: LMB7HKXQKOZYEHFICPHKJGZOZBZX4ZPJ14BPTDY8HSC

Week				29				Total
	Particulars	**LSI Logistix Canada Inc.**	**LSI Wheels**	**2595730 Ontario Inc**	**LSI Lube**	**Other entities**	**LSI Logistix US**	
Cash flow								
Cash In Flow								
	HST	-						-
	Wage Subsidy	-		-	-			-
	Proceed from sale of Trailers	225,882.00						225,882.00
	From Customers	146,673.00			-		61,620.00	208,293.00
Cash in Flow	Estimated Collection	372,555.00	-	-	-	-	61,620.00	434,175.00
Cash Out Flow								
	Toll	3,825.00					4,500.00	8,325.00
	Rent	4,500.00					-	4,500.00
	Fuel	23,995.00	-				8,470.00	32,465.00
	Insurance	-					19,190.16	19,190.16
	Utilities			-			-	-
	Repairs and parts purchases	12,500.00			-			12,500.00
	Other Payable	26,747.00			7,200.00		3,500.00	37,447.00
	Lease	2,000.00	53,520.00		-			55,520.00
	Lease Buy Back	129,000.00						129,000.00
	Master Card	15,000.00			-			15,000.00
	Driver payroll	-					30,500.00	30,500.00
	EMP SALARIES	11,500.00		15,500.00	2,000.00			29,000.00
	Bank Charges	6,197.00		150.00	150.00	750.00	250.00	7,497.00
	Plates						27,112.80	27,112.80
	HST Payable			-				-
	Payroll Taxes	27,700.00		16,800.00	11,800.00			56,300.00
	IFTA/HUT	-						-
Cash Out flow	Payments	262,964.00	53,520.00	32,450.00	21,150.00	750.00	93,522.96	464,356.96
	Cash in Hand	109,591.00	(53,520.00)	(32,450.00)	(21,150.00)	(750.00)	(31,902.96)	(30,181.96)
	Available Cash							(1,403,295.99)
	Cheques issued not yet presented	123,699.61	80.00	150.00	5,000.00	2,000.00	31,066.17	(161,995.78)
Ending Cash	Net Available Cash							(1,565,291.77)
	Credit Limit							1,121,061.49
	Cash Short/Excess							(444,230.28)

Zoho Sign Document ID: LMB7HKXQKOZYEHFICPHKJGZOZBZX4ZPJ14BPTDY8HSC

Week				30				Total
	Particulars	**LSI Logistix Canada Inc.**	**LSI Wheels**	**2595730 Ontario Inc**	**LSI Lube**	**Other entities**	**LSI Logistix US**	
Cash flow								
Cash In Flow								
	HST	-						-
	Wage Subsidy	-		94,800.00	-			94,800.00
	Proceed from sale of Trailers	57,390.00						57,390.00
	From Customers	146,673.00			-		61,620.00	208,293.00
Cash in Flow	Estimated Collection	204,063.00	-	94,800.00	-	-	61,620.00	360,483.00
Cash Out Flow								
	Toll	3,825.00					4,500.00	8,325.00
	Rent	10,500.00					81,900.00	92,400.00
	Fuel	24,496.60					11,495.00	35,991.60
	Insurance	-					-	-
	Utilities			-			-	-
	Repairs and parts purchases	-			-			-
	Other Payable	30,000.00					3,500.00	33,500.00
	Lease	6,500.00	18,500.00		-			25,000.00
	Lease Buy Back	-						-
	Master Card	15,000.00			25,000.00			40,000.00
	Driver payroll including Hold Back	95,000.00					-	95,000.00
	EMP SALARIES	-		-				-
	Bank Charges	-						-
	Plates						-	-
	HST Payable			11,730.00	13,480.00			25,210.00
	Payroll Taxes	55,400.00		33,600.00				89,000.00
	IFTA/HUT	-						-
Cash Out flow	Payments	240,721.60	18,500.00	45,330.00	38,480.00	-	101,395.00	444,426.60
	Cash in Hand	(36,658.60)	(18,500.00)	49,470.00	(38,480.00)	-	(39,775.00)	(83,943.60)
	Available Cash							(1,560,239.59)
	Cheques issued not yet presented	63,699.61	80.00	150.00	5,000.00	2,000.00	18,066.17	(88,995.78)
Ending Cash	Net Available Cash							(1,649,235.37)
	Credit Limit							1,121,061.49
	Cash Short/Excess							(528,173.88)

Zoho Sign Document ID: LMB7HKXQKOZYEHFICPHKJGZOZBZX4ZPJ14BPTDY8HSC

Week									Total
	Particulars	**LSI Logistix Canada Inc.**	**LSI Wheels**	**2595730 Ontario Inc**	**LSI Lube**	**Other entities**	**LSI Logistix US**		
Cash flow									
Cash In Flow									
	HST	-							-
	Wage Subsidy	30,000.00		30,000.00		8,000.00			68,000.00
	Proceed from sale of Trailers	286,199.00							286,199.00
	From Customers	141,673.00				-		67,782.00	209,455.00
Cash in Flow	Estimated Collection	457,872.00	-	30,000.00		8,000.00	-	67,782.00	563,654.00
Cash Out Flow									
	Toll	3,825.00						45,000.00	48,825.00
	Rent	-						-	-
	Fuel	24,496.60						13,310.00	37,806.60
	Insurance	-						-	-
	Utilities			-				-	-
	Repairs and parts purchases	7,500.00				-			7,500.00
	Other Payable	25,000.00				25,000.00		3,500.00	53,500.00
	Lease	5,000.00	-			-			5,000.00
	Lease Buy Back	82,000.00							82,000.00
	Master Card	5,000.00				-			5,000.00
	Driver payroll	-						30,500.00	30,500.00
	EMP SALARIES	11,500.00		15,500.00		2,000.00			29,000.00
	Bank Charges	-							-
	Plates								-
	HST Payable								-
	Payroll Taxes								-
	IFTA/HUT	-							-
Cash Out flow	Payments	164,321.60	-	15,500.00		27,000.00	-	92,310.00	299,131.60
	Cash in Hand	293,550.40	-	14,500.00		(19,000.00)	-	(24,528.00)	264,522.40
	Available Cash								(1,343,517.19)
	Cheques issued not yet presented	23,699.61	-	150.00		-	-	18,066.17	(41,915.78)
Ending Cash	Net Available Cash								(1,385,432.97)
	Credit Limit								1,121,061.49
	Cash Short/Excess								(264,371.48)

Zoho Sign Document ID: LMB7HKXQKOZYEHFICPHKJGZOZBZX4ZPJ14BPTDY8HSC

Week				32				Total
	Particulars	**LSI Logistix Canada Inc.**	**LSI Wheels**	**2595730 Ontario Inc**	**LSI Lube**	**Other entities**	**LSI Logistix US**	
Cash flow								
Cash In Flow								
	HST	-						-
	Wage Subsidy	-		-	-			-
	Proceed from sale of Trailers	757,660.00						757,660.00
	From Customers	154,746.62			-		74,560.20	229,306.82
Cash in Flow	Estimated Collection	912,406.62	-	-	-	-	74,560.20	986,966.82
Cash Out Flow								
	Toll	3,825.00					4,500.00	8,325.00
	Rent	25,000.00					9,243.00	34,243.00
	Fuel	29,496.60					16,335.00	45,831.60
	Insurance	65,000.00						65,000.00
	Utilities			2,300.00			-	2,300.00
	Repairs and parts purchases	4,000.00			-			4,000.00
	Other Payable	24,500.00		30,000.00		15,000.00	3,500.00	73,000.00
	Lease	35,000.00	15,000.00		-			50,000.00
	Lease Buy Back	-						-
	Master Card	55,000.00			45,000.00			100,000.00
	Driver payroll including Hold Back	105,000.00					-	105,000.00
	EMP SALARIES	-		-				-
	Bank Charges	6,197.00		150.00	150.00	750.00		7,247.00
	Plates						-	-
	HST Payable			-				-
	Payroll Taxes							-
	IFTA/HUT	-						-
Cash Out flow	Payments	353,018.60	15,000.00	32,450.00	45,150.00	15,750.00	33,578.00	494,946.60
	Cash in Hand	559,388.02	(15,000.00)	(32,450.00)	(45,150.00)	(15,750.00)	40,982.20	492,020.22
	Available Cash							(851,496.97)
	Cheques issued not yet presented	23,699.61	-	150.00	-	-	18,066.17	(41,915.78)
Ending Cash	Net Available Cash							(893,412.75)
	Credit Limit							1,121,061.49
	Cash Short/Excess							227,648.74

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Schedule "B"
Terms and Conditions of Demand Loan Facility

3B. Demand Loan Facility

3B.1 Amount

CAD 200,000 demand non revolving loan facility ("**Demand Loan Facility**") made available to LSI Logistix Canada Inc.

3B.2 Purpose

To permanently repay CAD 200,000 of the Credit Card Facility (as defined in the forbearance agreement dated August 3, 2021). Credit Card Facility limit shall be reduced by CAD 200,000 with this advance.

3B.2 Availability

Available by way of a single advance in CAD based on the Bank's Prime Rate available exclusively to repay a portion of the Credit Card Facility.

3B.2 Repayment

All amounts outstanding under this Demand Loan Facility shall be repaid on demand by the Bank and until such demand, the Borrower shall make monthly instalments of accrued interest calculated at the applicable rate, per annum on the last Business Day of each month commencing in the month following the month in which the initial advance of the Demand Loan Facility is made for a period of 2 months. Thereafter, the Borrower shall make monthly principal repayments of CAD 10,000 together with monthly payments of accrued interest calculated at the applicable rate, per annum on the last Business Day of each month.

The Demand Loan Facility shall, in any event, be repaid in full by July 31, 2023 subject to the Bank's unfettered rights of demand for accelerated payment at any time.

A prepayment at the Borrower's option of all or part of a Demand Loan Facility may be made upon 5 Business Days prior written notice by the Borrower to the Bank. Any amount repaid or prepaid may not be reborrowed.

3B.2 Interest

Until demand for payment is made by the Bank, interest on the principal balance of this Demand Loan Facility shall, unless otherwise provided, be calculated and payable as follows:

(a) the Bank's Prime Rate plus 2.75% per annum on the basis of a year of 365 days, accruing daily, calculated monthly in arrears on the daily balance, and payable as provided for herein.

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Zoho Sign Document ID: BQJSGMAB2HPUWSN7RHQA1OZEURN5EVX32CJMJQYVC44

HSBC

Personal & Confidential

September 17, 2021

Via Electronic Mail

LSI Logistix Canada Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sir:

Re: Indebtedness of LSI Logistix Canada Inc. (the "Borrower") to HSBC Bank Canada (the "Bank")

We refer to the forbearance agreement dated August 3, 2021 (the "**Forbearance Agreement**"). Any capitalized terms not defined herein have the meanings given to them in the Forbearance Agreement.

The Borrower has breached its obligations to the Bank under the Forbearance Agreement, including as a result of the following (collectively, the "**Defaults**"):

1. pursuant to paragraph 25(c) of the Forbearance Agreement, the Borrower was required to reduce the Margin Deficit to nil on or before August 31, 2021. The Borrower has not satisfied its obligation under this provision. The Borrower's calculation of the Margin Deficit was also incorrectly determined, as it varied from the proper determination of the Margin Deficit as calculated by the Consultant. The Margin Deficit, as properly determined by the Consultant, as at August 30, 2021 was in the amount of CA$489,269; and

2. pursuant to paragraph 33 of the Forbearance Agreement, the Borrower was required to close any current accounts with any other financial institutions on or before August 20, 2021. The Borrower continues to maintain current accounts with other financial institutions contrary to this provision.

Each of the Defaults constitutes a Forbearance Terminating Event under the Forbearance Agreement, which permits the Bank to immediately take enforcement steps against the Borrower and the guarantors thereof.

The Borrower and Guarantors have requested that the Bank forbear from exercising its rights and remedies in order to provide the Borrower time to improve its financial position, remedy the Defaults and to permanently repay and cancel the Leasing Facility (the "**Repayment Transaction**").

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The Borrower has also provided the Bank with an updated cash flow forecast in respect of the requested forbearance period, which is attached as **Schedule "A"** hereto (the "**Updated Forecast**").

At the Borrower's request, and for consideration received, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the Bank hereby agrees to forbear from immediately enforcing its rights and remedies until the Forbearance Deadline, on the following terms and conditions:

1. The Credit Parties each hereby restate and reaffirm all of the acknowledgements, representations, warranties and covenants contained in the Forbearance Agreement.

2. The Credit Parties each hereby agree that any failure to comply with the terms and conditions of this Agreement shall constitute a Forbearance Terminating Event under the Forbearance Agreement.

3. The Credit Parties each hereby agree Borrower shall materially adhere to the Updated Forecast, and any material deviation from the Updated Forecast shall constitute a Forbearance Terminating Event under the Forbearance Agreement.

4. The Credit Parties each hereby agree that they each absolutely and irrevocably release the Bank and its officers, directors, employees, solicitors and agents, including the Consultant (collectively, the "**Releasees**") of and from any and all claims which they may have in respect of the Releasees up to and including the date hereof including, without limitation, any actions taken by the Bank in dealing with the Credit Parties, the Credit Facilities, the Security, the Guarantees or with the administration of the Borrower's accounts with the Bank.

5. The Credit Parties each hereby agree that the Repayment Transaction shall be completed on or before the Forbearance Deadline.

6. The Borrower here agrees to calculate the Margin Deficit strictly in accordance with the terms of the Credit Facility Agreement.

Conditions

7. This Agreement is subject to receipt by the Bank on or before **5:00pm on September 20, 2021** of a duly authorized and executed copy of this Agreement signed by each of the parties hereto.

8. The Bank will permit the Margin Deficit to continue up to the maximum amount of $400,000 strictly conditional on the following:

   (a) the Borrower shall immediately apply the net proceeds from the sale of any fixed assets as a permanent reduction of its indebtedness to the Bank in order to reduce its Margin Deficit; and

   (b) on or before October 15, 2021, the Borrower shall reduce the Margin Deficit to nil with no permitted Margin Deficit to occur at any time thereafter.

Zoho Sign Document ID: BQJSGMAB2HPUWSN7RHQA1OZEURN5EVX32CJMJQYVC44

Amendments to the Forbearance Agreement and Credit Facilities

9. The Forbearance Deadline is hereby extended to **November 30, 2021**.

10. Effective immediately, the maximum principal amount available under the Operating Facility shall be reduced to CA$900,000.

Engagement of the Consultant

11. The engagement of the Consultant shall continue until terminated by the Bank. The Borrower shall provide to the Consultant its full cooperation and unrestricted access to its business premises and financial records and shall provide to the Consultant or to the Bank such information regarding the financial position of the Borrower, the security position of the Bank or any other matter or thing relevant in the Bank's sole discretion to the Credit Facilities or this Agreement as the Bank may require from time to time.

Other Terms and Conditions

12. The Credit Parties shall strictly adhere to all reporting requirements set out in the Credit Facility Agreement and the Forbearance Agreement, except as amended herein.

13. Except as specifically amended, all terms and conditions of the Forbearance Agreement, shall remain in full force and effect, unamended.

14. Nothing in this Agreement shall be construed or operate as a waiver of or acquiescence to any default which has occurred under the Forbearance Agreement or the Credit Facilities.

Yours truly,

HSBC BANK CANADA

By:

Name: Andrew O'Coin
Title: Assistant Vice President

By:

Name: Brian Petit
Title: Assistant Vice President

We have authority to bind the Bank.

Zoho Sign Document ID: BQJSGMAB2HPUWSN7RHQA1OZEURN5EVX32CJMJQYVC44

Acknowledged and agreed to this Sep 21 2021 **day of** September **, 2021.**

As Borrower:

LSI LOGISTIX CANADA INC.

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operation Manager
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

As Guarantors:

2191562 ONTARIO INC.

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operation Manager
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

LSI WHEELS INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operation Manager

LSI USA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

GSB PROPERTIES LTD.

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operation Manager
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

Zoho Sign Document ID: BQJSGMAB2HPUWSN7RHQA1OZEURN5EVX32CJMJQYVC44

2597370 ONTARIO INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operation Manager

LSI WORLD INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operation Manager

LSI TERMINALS USA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

LSI HOLDINGS USA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

LSI LOGISTIX USA, INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

Zoho Sign Document ID: BQJSGMAB2HPUWSN7RHQA1OZEURN5EVX32CJMJQYVC44

PERSONAL GUARANTOR:

Per:_____
Witness as to signature of Vikram Dua

Per:Vikram Dua_____
Vikram Dua

Zoho Sign Document ID: BQJSGMAB2HPUWSN7RHQA1OZEURN5EVX32CJMJQYVC44

Schedule "A"
Updated Forecast

Zoho Sign Document ID: BQJSGMAB2HPUWSN7RHQA1OZEURN5EVX32CJMJQYVC44

Week				38				Total
	Particulars	**LSI Logistix Canada Inc.**	**LSI Wheels**	**2595730 Ontario Inc**	**LSI Lube**	**Other entities**	**LSI Logistix US**	
Cash flow								
Cash In Flow								
	HST	5,463.56						5,463.56
	Wage Subsidy							-
	Franchisee Fee	-						-
	Proceed from sale of Trailers		290,488.93					290,488.93
	From Customers	65,000.00			-		57,330.00	122,330.00
Cash in Flow	Estimated Collection	70,463.56	290,488.93	-	-	-	57,330.00	418,282.49
Cash Out Flow								
	Rent	5,000.00					-	5,000.00
	Fuel	-					6,810.69	6,810.69
	Insurance	-					-	-
	Utilities			-			-	-
	Repairs and parts purchases	-			-			-
	Other Payable	7,983.28		6,042.75		-	508.00	14,534.03
	Lease	3,753.17	30,843.01		-			34,596.18
	Lease Buy Back	8,900.00	113,063.39					121,963.39
	Master Card	10,000.00			-			10,000.00
	Driver payroll	24,500.00			-		18,415.00	42,915.00
	EMP SALARIES			1,635.00	3,597.54			5,232.54
	Bank Charges				-		-	-
	Plates	-			-		-	-
	HST Payable	-		-	-			-
	Payroll Taxes	8,055.90	-	9,520.90	-			17,576.80
	IFTA/HUT	-						-
Cash Out flow	Payments	68,192.35	143,906.40	17,198.65	3,597.54	-	25,733.69	258,628.63
	Cash in Hand	2,271.21	146,582.53	(17,198.65)	(3,597.54)	-	31,596.31	159,653.86
	Available Cash							(897,369.61)
	Cheques issued not yet presented	5,170.08	-	150.00	-	-		(5,320.08)
Ending Cash	Net Available Cash							(902,689.69)
	Credit Limit							522,000.00
	Cash Short/Excess							(380,689.69)

VD I R.L.

RESTRICTED

Zoho Sign Document ID: BQJSGMAB2HPUWSN7RHQA1OZEURN5EVX32CJMJQYVC44

Week				39				Total
	Particulars	**LSI Logistix Canada Inc.**	**LSI Wheels**	**2595730 Ontario Inc**	**LSI Lube**	**Other entities**	**LSI Logistix US**	
Cash flow								
Cash In Flow								
	HST							-
	Wage Subsidy	8,500.00		6,500.00	1,500.00			16,500.00
	Franchisee Fee	-						-
	Proceed from sale of Trailers	125,430.00	120,974.63					246,404.63
	From Customers	60,000.00			-		63,630.00	123,630.00
Cash in Flow	Estimated Collection	193,930.00	120,974.63	6,500.00	1,500.00	-	63,630.00	386,534.63
Cash Out Flow								
	Rent	15,498.32					-	15,498.32
	Fuel	-					9,475.36	9,475.36
	Insurance	-					44,450.00	44,450.00
	Utilities			-			-	-
	Repairs and parts purchases	-			-			-
	Other Payable	10,893.00		2,500.00	-	-	5,160.00	18,553.00
	Lease	683.97	-		-			683.97
	Lease Buy Back	-						-
	Master Card	42,500.00			-			42,500.00
	Driver payroll including Hold Back	-					18,270.00	18,270.00
	EMP SALARIES				-			-
	Bank Charges	7,482.54	64.00	137.50	27.50	497.50	673.18	8,882.22
	Plates	-					-	-
	HST Payable	-		-	-			-
	Payroll Taxes							-
	IFTA/HUT	-						-
Cash Out flow	Payments	77,057.83	64.00	2,637.50	27.50	497.50	78,028.54	158,312.87
	Cash in Hand	116,872.17	120,910.63	3,862.50	1,472.50	(497.50)	(14,398.54)	228,221.76
	Available Cash							(666,647.85)
	Cheques issued not yet presented	2,670.08	-	150.00	-	-		(2,820.08)
Ending Cash	Net Available Cash							(669,467.93)
	Credit Limit							462,000.00
	Cash Short/Excess							(207,467.93)

VD I R.L.

RESTRICTED

Zoho Sign Document ID: BQJSGMAB2HPUWSN7RHQA1OZEURN5EVX32CJMJQYVC44

Week				40				Total
	Particulars	**LSI Logistix Canada Inc.**	**LSI Wheels**	**2595730 Ontario Inc**	**LSI Lube**	**Other entities**	**LSI Logistix US**	
Cash flow								
Cash In Flow								
	HST	-						-
	Wage Subsidy							-
	Refund from ISAAC	-		-				-
	Proceed from sale of Trailers	203,400.00						203,400.00
	From Customers	55,000.00			-		59,850.00	114,850.00
Cash in Flow	Estimated Collection	258,400.00	-	-	-	-	59,850.00	318,250.00
Cash Out Flow								
	Rent	-					22,542.50	22,542.50
	Fuel	-					9,475.36	9,475.36
	Insurance	-						-
	Utilities			-			-	-
	Repairs and parts purchases	-			-			-
	Other Payable	-		6,101.25	-	-	24,130.00	30,231.25
	Lease	17,803.37	-		-			17,803.37
	Lease Buy Back	-						-
	Master Card	-			-			-
	Driver payroll including Hold Back	-					19,685.00	19,685.00
	EMP SALARIES			1,635.00	-			1,635.00
	Bank Charges	5,917.32	64.00	-	80.00	-	673.18	6,734.50
	Plates	-					-	-
	HST Payable				-			-
	Payroll Taxes							-
	IFTA/HUT	-						-
Cash Out flow	Payments	23,720.69	64.00	7,736.25	80.00	-	76,506.04	108,106.98
	Cash in Hand	234,679.31	(64.00)	(7,736.25)	(80.00)	-	(16,656.04)	210,143.02
	Available Cash							(454,704.83)
	Cheques issued not yet presented	870.08	-	150.00	-	-		(1,020.08)
Ending Cash	Net Available Cash							(455,724.91)
	Credit Limit							402,000.00
	Cash Short/Excess							(53,724.91)

VD I R.L.

RESTRICTED

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Week				41				Total
	Particulars	**LSI Logistix Canada Inc.**	**LSI Wheels**	**2595730 Ontario Inc**	**LSI Lube**	**Other entities**	**LSI Logistix US**	
Cash flow								
Cash In Flow								
	HST	-						-
	Wage Subsidy							-
	Rent Subsidy	7,500.00						7,500.00
	Proceed from sale of Trailers	-						-
	From Customers	55,000.00			-		66,150.00	121,150.00
Cash in Flow	Estimated Collection	62,500.00	-	-	-	-	66,150.00	128,650.00
Cash Out Flow								
	Rent	20,498.32					7,239.00	27,737.32
	Fuel	-					9,475.36	9,475.36
	Insurance	-					47,625.00	47,625.00
	Utilities			-			-	-
	Repairs and parts purchases	-			-			-
	Other Payable	3,150.00		29,000.00	-	-	1,587.50	33,737.50
	Lease		6,167.05		-			6,167.05
	Lease Buy Back	-						-
	Master Card	5,000.00			-			5,000.00
	Driver payroll including Hold Back	-					22,225.00	22,225.00
	EMP SALARIES				-			-
	Bank Charges							-
	Plates	-					-	-
	HST Payable				-			-
	Payroll Taxes							-
	IFTA/HUT	-						-
Cash Out flow	Payments	28,648.32	6,167.05	29,000.00	-	-	88,151.86	151,967.23
	Cash in Hand	33,851.68	(6,167.05)	(29,000.00)	-	-	(22,001.86)	(23,317.23)
	Available Cash							(478,022.07)
	Cheques issued not yet presented	870.08	-	150.00	-	-		(1,020.08)
Ending Cash	Net Available Cash							(479,042.15)
	Credit Limit							382,000.00
	Cash Short/Excess							(97,042.15)

VD I R.L.

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HSBC

Personal & Confidential

October 29, 2021

Via Electronic Mail

LSI Logistix Canada Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sir:

Re: Indebtedness of LSI Logistix Canada Inc. (the "Borrower") to HSBC Bank Canada (the "Bank")

We refer to the forbearance agreement dated August 3, 2021, as amended by an amending agreement dated September 17, 2021 (as amended, the "**Forbearance Agreement**"). Any capitalized terms not defined herein have the meanings given to them in the Forbearance Agreement.

The Borrower has breached its obligations under the Forbearance Agreement by failing to reduce its Margin Deficit to nil on or before October 15, 2021 (the **"New Default**"), which constitutes a Forbearance Terminating Event under the Forbearance Agreement and permits the Bank to immediately exercise its rights and remedies against the Borrower and the Guarantors.

Notwithstanding the New Default, the Borrower and Guarantors have requested that the Bank forbear from exercising its rights and remedies until the Forbearance Deadline under the Forbearance Agreement.

At the Credit Parties' request, and for consideration received, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the Bank hereby agrees to forbear from immediately enforcing its rights and remedies until the Forbearance Deadline, on the following terms and conditions:

1. The Credit Parties each hereby restate and reaffirm all of the acknowledgements, representations, warranties and covenants contained in the Forbearance Agreement.
2. The Credit Parties each hereby agree that any failure to comply with the terms and conditions of this Agreement shall constitute a Forbearance Terminating Event under the Forbearance Agreement.
3. The Credit Parties each hereby agree that they each absolutely and irrevocably release the Bank and its officers, directors, employees, solicitors and agents, including the Consultant (collectively, the "**Releasees**") of and from any and all claims which they may have in respect of the Releasees up to and including the date hereof including, without limitation, any actions taken by the Bank in dealing with the Credit Parties, the Credit Facilities, the

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Security, the Guarantees or with the administration of the Borrower's accounts with the Bank.

4. The Credit Parties each hereby agree that the Repayment Transaction shall be completed on or before the Forbearance Deadline.

5. The Borrower here agrees to calculate the Margin Deficit strictly in accordance with the terms of the Credit Facility Agreement.

Conditions

6. This Agreement is subject to receipt by the Bank on or before **5:00pm on November 2, 2021** of a duly authorized and executed copy of this Agreement signed by each of the parties hereto.

7. The Bank will permit the Margin Deficit to continue up to the maximum amount of $600,000 provided that on or before Forbearance Deadline, the Borrower shall reduce the Margin Deficit to nil.

Amendments to the Credit Facilities

8. The Bank shall make available to the Borrower a new non-revolving term facility (the "**New Facility**") in the maximum principal amount of $250,000. The New Facility shall have a 12-month term and bear interest at the Bank's Canadian Prime Rate plus 2.75% per annum. The Borrower shall make monthly payments to the Bank in respect of the New Facility, which payments shall include equal monthly payments in respect of the outstanding principal under the New Facility plus interest.

9. The proceeds of the New Facility shall be used solely for the purpose of permanently repaying in full the Borrower's indebtedness and obligations to the Bank under the Credit Card Facility, which shall be cancelled concurrently with any advance under the New Facility. No further funds shall be made available under the Credit Card Facility

Engagement of the Consultant

10. The engagement of the Consultant shall continue until terminated by the Bank. The Borrower shall provide to the Consultant its full cooperation and unrestricted access to its business premises and financial records and shall provide to the Consultant or to the Bank such information regarding the financial position of the Borrower, the security position of the Bank or any other matter or thing relevant in the Bank's sole discretion to the Credit Facilities or this Agreement as the Bank may require from time to time.

Other Terms and Conditions

11. The Credit Parties shall strictly adhere to all reporting requirements set out in the Credit Facility Agreement and the Forbearance Agreement, except as amended herein.

12. Except as specifically amended, all terms and conditions of the Forbearance Agreement, shall remain in full force and effect, unamended.

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13. Nothing in this Agreement shall be construed or operate as a waiver of or acquiescence to any default which has occurred under the Forbearance Agreement or the Credit Facilities.

Yours truly,

HSBC BANK CANADA

By: _____
Name: John Borch
Title: Assistant Vice-President

By: _____
Name: Brian Pettit
Title: Assistant Vice-President

We have authority to bind the Bank.

Zoho Sign Document ID: 9-GBTKL7YMSIQHOBN6OJEWXBWMJ5_IHZ8VW7PICH72W

Acknowledged and agreed to this 2nd **day of** Nov**, 2021.**

As Borrower:

LSI LOGISTIX CANADA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager

As Guarantors:

LSI WHEELS INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager

LSI LOGISTIX USA, INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager

PERSONAL GUARANTOR:

Per: Iftikhar Masud
Witness as to signature of Vikram Dua

Per: Vikram Dua
Vikram Dua

Zoho Sign Document ID: WJOSVVAA-ZZRB1OKUK1U5BLUM6TO7YKUTEG8A45EQDI

HSBC

Personal & Confidential

November 12, 2021

Via Electronic Mail

LSI Logistix Canada Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sir:

Re: Indebtedness of LSI Logistix Canada Inc. (the "Borrower") to HSBC Bank Canada (the "Bank")

We refer to the forbearance agreement dated August 3, 2021 (the "**Initial Agreement**"), as amended by amending agreements dated September 17, 2021 and October 29, 2021 (the "**October Agreement**") (as amended, collectively, the "**Forbearance Agreement**"). Any capitalized terms not defined herein have the meanings given to them in the Forbearance Agreement.

The parties hereto wish to amend certain of the terms of the Forbearance Agreement. For consideration received, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties hereto agree to amend the Forbearance Agreement on the following terms and conditions:

1. The Credit Parties each hereby restate and reaffirm all of the acknowledgements, representations, warranties and covenants contained in the Forbearance Agreement, and each Credit Party hereby agrees that the terms and conditions of the Forbearance Agreement (including all amendments thereto) are binding on each of them
2. The Credit Parties hereby acknowledge that the Demand Loan Facility under the Initial Agreement was not advanced, and shall not be advanced. Instead, the Bank has made available to the Borrower the New Facility under the October Agreement as amended hereby.
3. The Credit Parties each hereby agree that any failure to comply with the terms and conditions of this Agreement shall constitute a Forbearance Terminating Event under the Forbearance Agreement.
4. The Credit Parties each hereby agree that they each absolutely and irrevocably release the Bank and its officers, directors, employees, solicitors and agents, including the Consultant (collectively, the "**Releasees**") of and from any and all claims which they may have in respect of the Releasees up to and including the date hereof including, without limitation, any actions taken by the Bank in dealing with the Credit Parties, the Credit Facilities, the Security, the Guarantees or with the administration of the Borrower's accounts with the Bank.

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5. The Credit Parties each hereby agree that the Repayment Transaction shall be completed on or before the Forbearance Deadline.

6. The Borrower here agrees to calculate the Margin Deficit strictly in accordance with the terms of the Credit Facility Agreement.

Conditions

7. This Agreement is subject to receipt by the Bank on or before **5:00pm on November 15, 2021** of a duly authorized and executed copy of this Agreement signed by each of the parties hereto.

Amendments to the New Facility

8. Paragraph 24 of the Initial Agreement is hereby deleted in its entirety and shall not have any force and effect. Paragraph 8 of the October Agreement is hereby deleted in its entirety and replaced with the following:

> 8. The Bank shall make a new demand non-revolving loan facility available to LSI in the principal amount of $250,000 (the "**New Facility**"). The Credit Facility Agreement shall be amended to include the terms and conditions of the New Loan by adding Schedule "B" hereto as a new section 3B immediately after the section titled "3A. Margin Requirement".

Other Terms and Conditions

9. The Credit Parties shall strictly adhere to all reporting requirements set out in the Credit Facility Agreement and the Forbearance Agreement, except as amended herein.

10. Except as specifically amended, all terms and conditions of the Forbearance Agreement, shall remain in full force and effect, unamended.

11. Nothing in this Agreement shall be construed or operate as a waiver of or acquiescence to any default which has occurred under the Forbearance Agreement or the Credit Facilities.

Yours truly,

HSBC BANK CANADA

By:

Name: Andrew O'Coin
Title: Assistant Vice President

By:

For: Name: Brian Pettit
Title: Assistant Vice President

We have authority to bind the Bank.

Zoho Sign Document ID: WJOSVVAA-ZZRB1OKUK1U5BLUM6TO7YKUTEG8A45EQDI

Acknowledged and agreed to this 13 day of November, 2021.

As Borrower:

LSI LOGISTIX CANADA INC.

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager
I/we have authority to bind the Corporation

Per: _____
Name: Randeep
Title: President

As Guarantors:

2191562 ONTARIO INC.

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager
I/we have authority to bind the Corporation

Per: _____
Name: Randeep
Title: President

LSI WHEELS INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: _____
Name:
Title:

LSI USA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: _____
Name: Randeep
Title: President

GSB PROPERTIES LTD.

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager
I/we have authority to bind the Corporation

Per: _____
Name: Randeep
Title: President

Zoho Sign Document ID: WJOSVVAA-ZZRB1OKUK1U5BLUM6TO7YKUTEG8A45EQDI

Acknowledged and agreed to this 13 day of November, 2021.

2597370 ONTARIO INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: Randeep
Title: President

LSI WORLD INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: Randeep
Title: President

LSI TERMINALS USA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: Randeep
Title: President

LSI HOLDINGS USA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: Randeep
Title: President

LSI LOGISTIX USA, INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: Randeep
Title: President

Zoho Sign Document ID: WJOSVVAA-ZZRB1OKUK1U5BLUM6TO7YKUTEG8A45EQDI

Acknowledged and agreed to this 13 day of November, 2021.

PERSONAL GUARANTOR:

Per: Iftikhar Masud
Witness as to signature of Vikram Dua

Per: Vikram Dua
Vikram Dua

Zoho Sign Document ID: WJOSVVAA-ZZRB1OKUK1U5BLUM6TO7YKUTEG8A45EQDI

Schedule "B"
Terms and Conditions of Demand Loan Facility

3B. Demand Loan Facility

3B.1 Amount

CAD 250,000 demand non revolving loan facility ("**Demand Loan Facility**") made available to LSI Logistix Canada Inc.

3B.2 Purpose

To permanently repay the Credit Card Facility (as defined in the forbearance agreement dated August 3, 2021). Credit Card Facility shall be cancelled with any advance under the Demand Loan Facility. No further funds shall be made available under the Credit Card Facility.

3B.2 Availability

Available by way of a single advance in CAD based on the Bank's Prime Rate available exclusively to repay the Credit Card Facility.

3B.2 Repayment

All amounts outstanding under this Demand Loan Facility shall be repaid on demand by the Bank and until such demand, the Borrower shall make monthly instalments of accrued interest calculated at the applicable rate, per annum on the last Business Day of each month commencing in the month following the month in which the initial advance of the Demand Loan Facility is made for a period of 2 months. Thereafter, the Borrower shall make monthly principal repayments of CAD 10,000 together with monthly payments of accrued interest calculated at the applicable rate, per annum on the last Business Day of each month.

The Demand Loan Facility shall, in any event, be repaid in full by March 31, 2024 subject to the Bank's unfettered rights of demand for accelerated payment at any time.

A prepayment at the Borrower's option of all or part of a Demand Loan Facility may be made upon 5 Business Days prior written notice by the Borrower to the Bank. Any amount repaid or prepaid may not be reborrowed.

3B.2 Interest

Until demand for payment is made by the Bank, interest on the principal balance of this Demand Loan Facility shall, unless otherwise provided, be calculated and payable as follows:

(a) the Bank's Prime Rate plus 2.75% per annum on the basis of a year of 365 days, accruing daily, calculated monthly in arrears on the daily balance, and payable as provided for herein.

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HSBC

Personal & Confidential

December 24, 2021

Via Electronic Mail

LSI Logistix Canada Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sir:

Re: Indebtedness of LSI Logistix Canada Inc. (the "Borrower") to HSBC Bank Canada (the "Bank")

We refer to the forbearance agreement dated August 3, 2021, as amended by amending agreements dated September 17, 2021, October 29, 2021 (the "**October Amendment**") and November 12, 2021 (collectively, as amended, the "**Forbearance Agreement**"). Any capitalized terms not defined herein have the meanings given to them in the Forbearance Agreement.

The Borrower has breached its obligations to the Bank under the Credit Facility Agreement and the Forbearance Agreement as a result of the following (together, the "**New Defaults**"):

a) the Borrower failed to reduce its Margin Deficit to nil on or before the Forbearance Deadline pursuant to paragraph 5 of the October Amendment; and

b) the Borrower remains in breach of each of the financial covenants set out in the Credit Facility Agreement.

The New Defaults constitute Forbearance Terminating Events under the Forbearance Agreement and permits the Bank to immediately exercise its rights and remedies against the Borrower and the Guarantors.

Notwithstanding the New Defaults, the Borrower and Guarantors have requested that the Bank continue to forbear from exercising its rights and remedies. The Borrower has provided the Bank with the financial statement forecasts attached as **Schedule "A"** hereto (the "**Forecasts**") in respect of the requested forbearance extension period.

At the Credit Parties' request, and for consideration received, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the Bank hereby agrees to extend the Forbearance Deadline to **April 29, 2022**, on the following terms and conditions:

1. The Credit Parties each hereby restate and reaffirm all of the acknowledgements, representations, warranties and covenants contained in the Forbearance Agreement.

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2. The Credit Parties each hereby agree that any failure to comply with the terms and conditions of this Agreement shall constitute a Forbearance Terminating Event under the Forbearance Agreement.

3. The Credit Parties each hereby agree that they each absolutely and irrevocably release the Bank and its officers, directors, employees, solicitors and agents, including the Consultant (collectively, the "**Releasees**") of and from any and all claims which they may have in respect of the Releasees up to and including the date hereof including, without limitation, any actions taken by the Bank in dealing with the Credit Parties, the Credit Facilities, the Security, the Guarantees or with the administration of the Borrower's accounts with the Bank.

4. The Credit Parties each hereby agree that the Repayment Transaction shall be completed on or before the Forbearance Deadline.

5. This Agreement is subject to receipt by the Bank on or before **5:00pm on December 29, 2021** of a duly authorized and executed copy of this Agreement signed by each of the parties hereto.

Amendments to the Credit Facilities

6. On or before **February 28, 2022**, the Borrower shall permanently repay and cancel the Leasing Facility (the "**Leasing Facility Repayment**").

7. The New Facility that was made available to the Borrower pursuant to the Forbearance Agreement shall remain on an interest-only basis until May 2022, at which time the Borrower shall make monthly $10,000 principal payments to the Bank (in addition to regularly scheduled monthly interest payments) until the New Facility is repaid in full.

8. The Co-Lend Facility shall be on an interest-only basis for the months of December 2021 to May 2022. Effective as of June 2022, the Borrower shall make monthly $12,500 principal payments (in addition to regularly scheduled monthly interest payments). The Co-Lend Facility shall, in any event, be repaid in full on or before August 10, 2025 subject to the Bank's unfettered rights of demand for accelerated payment at any time.

Margin Deficit

9. The Bank will permit the Margin Deficit to continue up to the maximum amount of $600,000 strictly in accordance with the following timeline:

   (a) on or before **January 31, 2022**, the Borrower shall reduce the Margin Deficit to a maximum of $500,000. The Bank shall not permit the Borrower to exceed a $500,000 maximum Margin Deficit after January 31, 2022;

   (b) on or before **February 28, 2022**, the Borrower shall reduce the Margin Deficit to a maximum of $400,000. The Bank shall not permit the Borrower to exceed a $400,000 maximum Margin Deficit after February 28, 2022;

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(c) on or before **March 31, 2022**, the Borrower shall reduce the Margin Deficit to a maximum of $300,000. The Bank shall not permit the Borrower to exceed a $300,000 maximum Margin Deficit after March 31, 2022; and

(d) on or before the Forbearance Deadline, the Borrower shall reduce the Margin Deficit to nil.

Refinancing Milestones

10. On or before **January 31, 2022**, the Borrower shall provide to the Bank a term sheet or similar documentation confirming the Leasing Facility Repayment.

11. The Borrower's shareholders shall make additional assigned and postponed shareholder loans to the Borrower in accordance with the following timeline (the "**Shareholder Loans**"):

(a) on or before February 28, 2022, the Borrower's shareholders shall provide a minimum $100,000 new shareholder loan to the Borrower assigned and postponed to the Bank; and

(b) on or before March 31, 2022, the Borrower's shareholders shall provide an additional minimum $100,000 new shareholder loan to the Borrower assigned and postponed to the Bank.

The Borrower agrees to assign and postpone the Shareholder Loans to the Bank. The Borrower further agrees to provide assignment and postponement documentation and any other documentation requested by the Bank with respect to the Shareholder Loans.

Reporting Requirements

12. The Credit Parties shall strictly adhere to all reporting requirements set out in the Credit Facility Agreement and the Forbearance Agreement, except as amended herein.

13. Immediately and every week hereafter, the Borrower's (a) updated weekly cash-flow forecasts for the following 4 weeks, including forecasted margin position, (b) weekly aged accounts receivable listing, (c) weekly aged accounts payable listing and (d) a certificate of margin compliance in the form provided by the Bank.

Engagement of the Consultant

14. The engagement of the Consultant shall continue until terminated by the Bank. The Borrower shall provide to the Consultant its full cooperation and unrestricted access to its business premises and financial records and shall provide to the Consultant or to the Bank such information regarding the financial position of the Borrower, the security position of the Bank or any other matter or thing relevant in the Bank's sole discretion to the Credit Facilities or this Agreement as the Bank may require from time to time.

Other Terms and Conditions

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15. Except as specifically amended, all terms and conditions of the Forbearance Agreement, shall remain in full force and effect, unamended.

16. The Borrower agrees to materially adhere to the Forecasts. Any material deviation from the Forecasts shall constitute a Forbearance Terminating Event hereunder.

17. Nothing in this Agreement shall be construed or operate as a waiver of or acquiescence to any default which has occurred under the Forbearance Agreement or the Credit Facilities.

Yours truly,

HSBC BANK CANADA

By:

Name: Andrew O'Coin
Title: Assistant Vice President

By:

Name: Brian Petit
Title: Assistant Vice president

We have authority to bind the Bank.

Zoho Sign Document ID: AB-FNRUAYOMELCWKFBDG2HIFOOAF4CIIWKAEOILIL30

Acknowledged and agreed to this 29 day of December, 2021.

As Borrower:

LSI LOGISTIX CANADA INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager

As Guarantors:

2191562 ONTARIO INC.

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager
I/we have authority to bind the Corporation

Per:_____
Name: Randeep Sandhu
Title: President

LSI WHEELS INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager

LSI USA INC.

Per:_____
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager

GSB PROPERTIES LTD.

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager
I/we have authority to bind the Corporation

Per:_____
Name: Randeep Sandhu
Title: President

Zoho Sign Document ID: AB-FNRUAYOMELCWKFBDG2HIFOOAF4CIIWKAEOILIL30

Acknowledged and agreed to this 29 day of December, 2021.

2597370 ONTARIO INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: Randeep Sandhu
Title: President

LSI WORLD INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per: Inderpal Grewal
Name: Inderpal Grewal
Title: Operations Manager

LSI TERMINALS USA INC.

Per:
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

LSI HOLDINGS USA INC.

Per:
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

LSI LOGISTIX USA, INC.

Per:
Name: Randeep Sandhu
Title: President
I/we have authority to bind the Corporation

Per: Vikram Dua
Name: Vikram Dua
Title: CEO

Zoho Sign Document ID: AB-FNRUAYOMELCWKFBDG2HIFOOAF4CIIWKAEOILIL30

Acknowledged and agreed to this 29 day of December, 2021.

PERSONAL GUARANTOR:

Per: Iftikhar Masud
Witness as to signature of Vikram Dua

Per: Vikram Dua
Vikram Dua

Zoho Sign Document ID: AB-FNRUAYOMELCWKFBDG2HIFOOAF4CIIWKAEOILIL30

Schedule A

LSI World
Projected Consolidated Income Statement
For Period November 2021 to October 2022
(Figures in CAD)

Details	NOTES	End March 31 2022 E	End March 31 2022 E	End March 31 2022 E	End March 31 2022 E	End March 31 2022 E	End March 31 2022 E	End March 31 2023 E	End March 31 2023 E	End March 31 2023 E	End March 31 2023 E	End March 31 2023 E	End March 31 2023 E
		November	December	January	February	March	April	May	June	July	August	September	October
Revenue	Note 1	471,007	660,661	1,870,597	2,676,166	3,330,816	3,299,316	3,301,435	4,122,285	4,084,485	4,087,423	4,086,773	4,086,773
Cost of Sales	Note 2	515,508	616,978	1,659,336	2,425,353	3,019,963	3,028,841	3,039,231	3,786,721	3,786,721	3,788,611	3,788,611	3,788,611.41
Gross Profit		**(44,501)**	**43,683**	**211,260**	**250,812**	**310,852**	**270,474**	**262,203**	**335,563**	**297,763**	**298,811**	**298,161**	**298,161**
Admin Expenses	Note 3	46,287	37,045	76,317	52,417	44,943	39,943	39,943	46,243	39,943	39,943	39,943	39,943
Amortization	Note 4	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011
Interest on Long term loan 1.5 M		5,726	5,726	5,726	5,726	5,726	5,726	5,726	5,726	5,726	5,726	5,726	5,726
Interest on Long term loan		12,726	12,726	12,726	12,726	12,726	12,726	12,726	12,726	12,726	12,726	12,726	12,726
Expenses		139,750	130,508	169,780	145,880	138,406	133,406	133,406	139,706	133,406	133,406	133,406	133,406
Income Before Undernoted Items		(184,250)	(86,825)	41,480	104,932	172,446	137,068	128,797	195,857	164,357	165,405	164,755	164,755
Other Income													
Gain On Sale Of Property, Plant & Equipment													
Government Assistance													
Exchange rate													
		-	-	-	-	-	-	-	-	-	-	-	-
Income Before Income Taxes		(184,250)	(86,825)	41,480	104,932	172,446	137,068	128,797	195,857	164,357	165,405	164,755	164,755
Income Tax	Note 5					-							
Net Income		(184,250)	(86,825)	41,480	104,932	172,446	137,068	128,797	195,857	164,357	165,405	164,755	164,755
Retained Earnings,Beginning Of Month		(474,063)	(658,314)	(745,139)	(703,659)	(598,727)	(426,281)	(289,213)	(160,416)	35,441	199,798	365,203	529,958
Retained Earnings, End Of Month		(658,314)	(745,139)	(703,659)	(598,727)	(426,281)	(289,213)	(160,416)	35,441	199,798	365,203	529,958	694,713
EBITDA		(90,788)	6,637	134,943	198,395	265,909	230,531	222,260	289,320	257,820	258,868	258,218	258,218

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LSI World
Projected Consolidated Balance Sheet
For Period November 2021 to October 2022
(Figures in CAD)

Details	NOTES	End March 31 2022 E November	End March 31 2022 E December	End March 31 2022 E January	End March 31 2022 E February	End March 31 2022 E March	End March 31 2022 E April	End March 31 2023 E May	End March 31 2023 E June	End March 31 2023 E July	End March 31 2023 E August	End March 31 2023 E September	End March 31 2023 E October
Assets													
Current Assets													
Cash		99,624	(19,452)	(25,602)	(48,956)	6,872	12,106	8,862	31,535	32,008	74,185	115,630	157,074
Account Receivable		1,152,701	1,231,980	1,419,040	1,686,657	1,886,506	2,051,471	2,216,543	2,422,657	2,586,037	2,708,659	2,831,263	2,953,866
Advances & Loan		855	855	855	855	855	855	855	855	855	855	855	855
Prepaid Expenses	Note 6	678,596	668,596	658,596	648,596	638,596	628,596	618,596	608,596	598,596	588,596	578,596	568,596
Inventory		36,275	36,275	36,275	36,275	36,275	36,275	36,275	36,275	36,275	36,275	36,275	36,275
Deferred Taxes		159,530	159,530	159,530	159,530	159,530	159,530	159,530	159,530	159,530	159,530	159,530	159,530
Total Curren Assets		2,127,582	2,077,785	2,248,694	2,482,957	2,728,634	2,888,833	3,040,661	3,259,448	3,413,301	3,568,101	3,722,149	3,876,196
Non Current Assets													
Property, Plant & Equipment		4,333,035	4,258,024	4,183,013	4,108,003	4,032,992	3,957,981	3,882,971	3,807,960	3,732,949	3,657,939	3,582,928	3,507,917
Total Assets		6,460,616	6,335,808	6,431,707	6,590,959	6,761,626	6,846,814	6,923,632	7,067,408	7,146,251	7,226,039	7,305,076	7,384,113
Liabilities & Shareholders' Equity													
Current Liabilities													
Account Payable & Accrued Liabilities	Note 7	662,143	650,143	645,643	641,143	630,643	620,143	609,643	599,143	588,643	578,143	567,643	557,143
Bank Line Of Credit	Note 8	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
Hst Payable		168,407	168,407	153,407	138,407	123,407	108,407	93,407	78,407	63,407	48,407	33,407	18,407
Current Portion Of Term Loan From Bank		132,224	132,224	132,224	132,224	132,224	132,224	132,224	132,224	132,224	132,224	132,224	132,224
Current Portion Of Term Loan From Bank - Credit Card		-	-	-	-	-	250,000	250,000	250,000	229,167	208,333	187,500	166,667
Current Portion Of Capital Lease Obligation		330,699	330,699	330,699	330,699	330,699	330,699	330,699	330,699	330,699	330,699	330,699	330,699
Total Current Liabilities		2,193,473	2,181,473	2,161,973	2,142,473	2,116,973	2,341,473	2,315,973	2,290,473	2,244,139	2,197,806	2,151,473	2,105,139
Non Current Liabilities													
Loan From Bank	Note 9	1,815,810	1,815,810	1,815,810	1,815,810	1,815,810	1,815,810	1,815,810	1,815,810	1,803,310	1,790,810	1,778,310	1,765,810
Loan From Bank - Credit Card	Note 9	250,000	250,000	250,000	250,000	250,000	-	-	-	-	-	-	-
Capital Lease Obligation		983,958	957,976	931,895	905,715	879,435	853,056	826,576	799,996	773,314	746,531	719,647	692,762
Total Liabilities		5,243,241	5,205,259	5,159,678	5,113,998	5,062,218	5,010,338	4,958,359	4,906,278	4,820,763	4,735,147	4,649,429	4,563,711
Shareholders' Equity													
Share Capital		300	300	300	300	300	300	300	300	300	300	300	300
Authorized		20,359	20,359	20,359	20,359	20,359	20,359	20,359	20,359	20,359	20,359	20,359	20,359
Due To Share Holders	Note 10	1,855,030	1,855,030	1,955,030	2,055,030	2,105,030	2,105,030	2,105,030	2,105,030	2,105,030	2,105,030	2,105,030	2,105,030
Retained Earnings		(658,314)	(745,139)	(703,659)	(598,727)	(426,281)	(289,213)	(160,416)	35,441	199,798	365,203	529,958	694,713
Total Equity		1,217,376	1,130,550	1,272,030	1,476,962	1,699,408	1,836,476	1,965,273	2,161,130	2,325,487	2,490,893	2,655,648	2,820,403
Total Equity & Liabilities		6,460,616	6,335,809	6,431,708	6,590,960	6,761,626	6,846,815	6,923,632	7,067,409	7,146,251	7,226,040	7,305,077	7,384,114
Current Ratio		0.97	0.95	1.04	1.16	1.29	1.23	1.31	1.42	1.52	1.62	1.73	1.84
Total Debt \TNW		4.31	4.60	4.06	3.46	2.98	2.73	2.52	2.27	2.07	1.90	1.75	1.62

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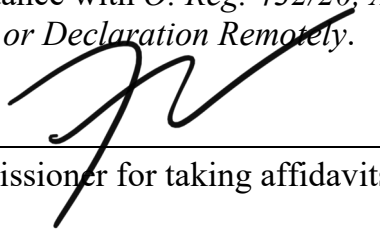
LSI World
Projected Statement of Cash Flow
For Period November 2021 to October 2022
(Figures in CAD)

Operating Activities		End March 31 2022 E November	End March 31 2022 E December	End March 31 2022 E January	End March 31 2022 E February	End March 31 2022 E March	End March 31 2022 E April	End March 31 2023 E May	End March 31 2023 E June	End March 31 2023 E July	End March 31 2023 E August	End March 31 2023 E September	End March 31 2023 E October
	Net Income	(184,250)	(86,825)	41,480	104,932	172,446	137,068	128,797	195,857	164,357	165,405	164,755	164,755
	Amortization	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011	75,011
		(109,240)	(11,815)	116,491	179,943	247,457	212,079	203,808	270,868	239,368	240,416	239,766	239,766
Net Changes In Non-Cash Working Capital Items						-							
	Accounts Receivables	(70,651)	(79,279)	(187,060)	(267,617)	(199,849)	(164,966)	(165,072)	(206,114)	(163,379)	(122,623)	(122,603)	(122,603)
	Prepaid Expenses	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	HST paid	-	-	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
	Accounts Payable & Accrued Liabilities	(250,000)	(12,000)	(4,500)	(4,500)	(10,500)	(10,500)	(10,500)	(10,500)	(10,500)	(10,500)	(10,500)	(10,500)
	Total Changes In Non Cash Working Capital	(310,651)	(81,279)	(196,560)	(277,117)	(215,349)	(180,466)	(180,572)	(221,614)	(178,879)	(138,123)	(138,103)	(138,103)
	Cash Flow From Operating Activities	(419,891)	(93,094)	(80,069)	(97,174)	32,108	31,613	23,236	49,253	60,488	102,293	101,663	101,663
Financing Activities						-	-						
	Advances To/From Shareholder	-	-	100,000	100,000	50,000	-	-	-	-	-	-	-
	Bank Indebtedness Increase/Decrease	104,865	-	-	-	-	-	-	-	-	-	-	-
	Proceeds Of Term Loan From Bank	237,500	-	-	-	-	-	-	-	(33,333)	(33,333)	(33,333)	(33,333)
	Repayment Of Capital Lease Obligation	(25,884)	(25,982)	(26,081)	(26,180)	(26,280)	(26,380)	(26,480)	(26,580)	(26,681)	(26,783)	(26,885)	(26,885)
	Advances To Enterprises Under Common Control	18,652	-	-	-	-	-	-	-	-	-	-	-
	Dividend Paid	-	-	-	-	-	-	-	-	-	-	-	-
	Cash Flow From Financing Activities	335,134	(25,982)	73,919	73,820	23,720	(26,380)	(26,480)	(26,580)	(60,015)	(60,116)	(60,218)	(60,218)
Investing Activities						-							
	Purchase/Disposal Of Assets	-	-	-	-	-	-	-	-	-	-	-	-
	Proceed On Disposal Of Capital Assets					-							
	Net Change In Cash During The Year	(84,757)	(119,076)	(6,150)	(23,354)	55,828	5,233	(3,244)	22,673	474	42,177	41,445	41,445
	Beginning Cash	184,381	99,624	(19,452)	(25,602)	(48,956)	6,872	12,106	8,862	31,535	32,008	74,185	115,630
	Ending Cash	99,624	(19,452)	(25,602)	(48,956)	6,872	12,106	8,862	31,535	32,008	74,185	115,630	157,074

This is Exhibit "I" referred to in the Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

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Puya Fesharaki
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File No. 100-453

March 7, 2022

VIA EMAIL [vikram.dua@lsiworld.com]

LSI Logistix Canada Inc.
7294 Mason Rd.
Cambridge, ON N3C 2V4

Attention: Vikram Dua

LSI Logistix Canada Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sirs:

Re: Indebtedness of LSI Logistix Canada Inc. ("LSI") and LSI Wheels Inc. ("LSI Wheels", and together with LSI, the "Borrowers") to HSBC Bank Canada (the "Bank")

As you are aware, we are the solicitors for the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the "**Credit Facilities**") pursuant to a credit facility agreement dated March 3, 2021, as amended by an amending agreement dated April 21, 2021 (collectively, as amended, the "**Credit Facility Agreement**"), and the Offer to Lease dated December 3, 2020 (the "**Offer to Lease**"). We also refer to the forbearance agreement dated August 3, 2021, as amended by amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021 and December 24, 2021 (collectively, as amended, the "**Forbearance Agreement**"). The Borrowers are in default of the terms of the Credit Facility Agreement, the Offer to Lease, the Forbearance Agreement and the Bank's standard CEBA Loan Program agreement. In addition, the Credit Facilities are payable on demand. As at March 4, 2022, the Borrowers are indebted to the Bank in the amount of CAD $5,040,240.98 and USD $19.99 (the "**Indebtedness**"), together with accruing interest and accrued and accruing costs, as further detailed in Schedule "A" hereto.

We further refer to your guarantee of LSI Wheels' obligations to the Bank pursuant to an unlimited written guarantee dated April 23, 2019 (the "**LSI Guarantee**"). Your obligations under the LSI Guarantee are payable on demand.

On behalf of the Bank, we hereby demand payment from you of the Indebtedness, namely the sums of CAD $5,040,240.98 and USD $19.99, together with accruing interest and accrued and accruing costs (including legal costs on a full indemnity basis). As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

Thornton Grout Finnigan LLP

Please note that the Indebtedness will continue to accrue interest, and costs will continue to be incurred by the Bank, for which you will be responsible until payment is received by the Bank.

In the event that you fail to pay the sums indicated by **5:00 p.m. on March 17, 2022**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

Puya Fesharaki
PJF/rgm

Encls.

cc: Andrew O'Coin, *HSBC Bank Canada*

Thornton Grout Finnigan LLP

Schedule "A"

**Indebtedness of LSI Logistix Canada Inc. and LSI Wheels Inc.
to HSBC Bank Canada as at March 4, 2022**

Facility	Currency	Principal	Interest[1]	Total
LSI Logistix Canada Inc.				
Operating Facility	CAD	$927,706.29	$357.51	$928,063.80
Operating Facility	USD	$19.98	$0.01	$19.99
Demand Loan Facility	CAD	$250,000.00	$108.56	$250,108.56
Co-Lend Facility	CAD	$1,462,500.00	$2,299.98	$1,464,799.98
CEBA Loan	CAD	$60,000.00	-	$60,000.00
SUB-TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$2,702,972.34**
	USD	**$19.98**	**$0.01**	**$19.99**
LSI Logistix Canada Inc. and LSI Wheels Inc.				
Leasing	CAD	n/a	n/a	$2,337,268.64[2]
SUB-TOTAL	**CAD**			**$2,337,268.64**
TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$5,040,240.98**
	USD	**19.98**	**$0.01**	**$19.99**

E.&E.O.

[1] Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate.
[2] Includes HST of $268,889.30.

NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
***BANKRUPTCY AND INSOLVENCY ACT* (CANADA)**

To: LSI Logistix Canada Inc. (the "Company")

Take notice that:

1. HSBC Bank Canada (the "**Bank**"), a secured creditor, intends to enforce its security on the property of the Company described below:

   (a) all present and after-acquired personal property of the Company; and

   (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a General Security Agreement dated April 23, 2019 (the "**Security**").

3. The total amount of the indebtedness secured by the Security is CAD $5,040,240.98 and USD $19.99 as at March 4, 2022 (the "**Indebtedness**"), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate. As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 7th day of March, 2022.

HSBC BANK CANADA
by Thornton Grout Finnigan LLP, its solicitors herein

Per: _____

Puya Fesharaki
Email: pfesharaki@tgf.ca
File no. 100-453

CONSENT

TO: **HSBC BANK CANADA** (the "**Bank**")

FROM: **LSI Logistix Canada Inc.** (the "**Company**")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank's security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2022.

LSI LOGISTIX CANADA INC.

Per: _____
Name:
Title:

I have the authority to bind the Company.

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
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Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 100-453

March 7, 2022

VIA EMAIL [vikram.dua@lsiworld.com]

LSI Wheels Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sirs:

Re: Indebtedness of LSI Logistix Canada Inc. ("LSI") and LSI Wheels Inc. ("LSI Wheels", and together with LSI, the "Borrowers") to HSBC Bank Canada (the "Bank")

As you are aware, we are the solicitors for the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the "**Credit Facilities**") pursuant to a credit facility agreement dated March 3, 2021, as amended by an amending agreement dated April 21, 2021 (collectively, as amended, the "**Credit Facility Agreement**"), and the Offer to Lease dated December 3, 2020 (the "**Offer to Lease**"). We also refer to the forbearance agreement dated August 3, 2021, as amended by amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021 and December 24, 2021 (collectively, as amended, the "**Forbearance Agreement**"). The Borrowers are in default of the terms of the Credit Facility Agreement, the Offer to Lease, the Forbearance Agreement and the Bank's standard CEBA Loan Program agreement. In addition, the Credit Facilities are payable on demand. As at March 4, 2022, the Borrowers are indebted to the Bank in the amount of CAD $5,040,240.98 and USD $19.99 (the "**Indebtedness**"), together with accruing interest and accrued and accruing costs, as further detailed in Schedule "A" hereto.

We further refer to your guarantee of LSI' obligations to the Bank pursuant to an unlimited written guarantee dated April 23, 2019 (the "**LSI Wheels Guarantee**"). Your obligations under the LSI Wheels Guarantee are payable on demand.

On behalf of the Bank, we hereby demand payment from you of the Indebtedness, namely the sums of CAD $5,040,240.98 and USD $19.99, together with accruing interest and accrued and accruing costs (including legal costs on a full indemnity basis). As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

Thornton Grout Finnigan LLP

Please note that the Indebtedness will continue to accrue interest, and costs will continue to be incurred by the Bank, for which you will be responsible until payment is received by the Bank.

In the event that you fail to pay the sums indicated by **5:00 p.m. on March 17, 2022**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

Puya Fesharaki
PJF/rgm

Encls.

cc: Andrew O'Coin, *HSBC Bank Canada*

Thornton Grout Finnigan LLP

Schedule "A"

**Indebtedness of LSI Logistix Canada Inc. and LSI Wheels Inc.
to HSBC Bank Canada as at March 4, 2022**

Facility	Currency	Principal	Interest[1]	Total
LSI Logistix Canada Inc.				
Operating Facility	CAD	$927,706.29	$357.51	$928,063.80
Operating Facility	USD	$19.98	$0.01	$19.99
Demand Loan Facility	CAD	$250,000.00	$108.56	$250,108.56
Co-Lend Facility	CAD	$1,462,500.00	$2,299.98	$1,464,799.98
CEBA Loan	CAD	$60,000.00	-	$60,000.00
SUB-TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$2,702,972.34**
	USD	**$19.98**	**$0.01**	**$19.99**
LSI Logistix Canada Inc. and LSI Wheels Inc.				
Leasing	CAD	n/a	n/a	$2,337,268.64[2]
SUB-TOTAL	**CAD**			**$2,337,268.64**
TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$5,040,240.98**
	USD	**19.98**	**$0.01**	**$19.99**

E.&E.O.

[1] Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate.
[2] Includes HST of $268,889.30.

NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
***BANKRUPTCY AND INSOLVENCY ACT* (CANADA)**

To: LSI Wheels Inc. (the "Company")

Take notice that:

1. HSBC Bank Canada (the "**Bank**"), a secured creditor, intends to enforce its security on the property of the Company described below:

   (a) all present and after-acquired personal property of the Company; and

   (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a General Security Agreement dated April 23, 2019 (the "**Security**").

3. The total amount of the indebtedness secured by the Security is CAD $5,040,240.98 and USD $19.99 as at March 4, 2022 (the "**Indebtedness**"), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate. As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 7th day of March, 2022.

HSBC BANK CANADA
by Thornton Grout Finnigan LLP, its solicitors herein

Per: _____
Puya Fesharaki
Email: pfesharaki@tgf.ca
File no. 100-453

CONSENT

TO: **HSBC BANK CANADA** (the "**Bank**")

FROM: **LSI Wheels Inc.** (the "**Company**")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank's security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2022.

LSI WHEELS INC.

Per: _____
Name:
Title:

I have the authority to bind the Company.

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 100-453

March 7, 2022

VIA EMAIL [vikram.dua@lsiworld.com]

LSI World Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sirs:

Re: Indebtedness of LSI Logistix Canada Inc. ("LSI") and LSI Wheels Inc. ("LSI Wheels", and together with LSI, the "Borrowers") to HSBC Bank Canada (the "Bank")

As you are aware, we are the solicitors for the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the "**Credit Facilities**") pursuant to a credit facility agreement dated March 3, 2021, as amended by an amending agreement dated April 21, 2021 (collectively, as amended, the "**Credit Facility Agreement**"), and the Offer to Lease dated December 3, 2020 (the "**Offer to Lease**"). We also refer to the forbearance agreement dated August 3, 2021, as amended by amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021 and December 24, 2021 (collectively, as amended, the "**Forbearance Agreement**"). The Borrowers are in default of the terms of the Credit Facility Agreement, the Offer to Lease, the Forbearance Agreement and the Bank's standard CEBA Loan Program agreement. In addition, the Credit Facilities are payable on demand. As at March 4, 2022, the Borrowers are indebted to the Bank in the amount of CAD $5,040,240.98 and USD $19.99 (the "**Indebtedness**"), together with accruing interest and accrued and accruing costs, as further detailed in Schedule "A" hereto.

We further refer to your guarantee of the Borrowers' obligations to the Bank pursuant to an unlimited written guarantee dated April 23, 2019 (the "**LSI World Guarantee**"). Your obligations under the LSI World Guarantee are payable on demand.

On behalf of the Bank, we hereby demand payment from you of the Indebtedness on account of the LSI World Guarantee, namely the sums of CAD $5,040,240.98 and USD $19.99, together with accruing interest and accrued and accruing costs (including legal costs on a full indemnity basis). As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

Thornton Grout Finnigan LLP

Please note that the Indebtedness will continue to accrue interest, and costs will continue to be incurred by the Bank, for which you will be responsible until payment is received by the Bank.

In the event that you fail to pay the sums indicated by **5:00 p.m. on March 17, 2022**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

Puya Fesharaki
PJF/rgm

Encls.

cc: Andrew O'Coin, *HSBC Bank Canada*

Thornton Grout Finnigan LLP

Schedule "A"

**Indebtedness of LSI Logistix Canada Inc. and LSI Wheels Inc.
to HSBC Bank Canada as at March 4, 2022**

Facility	Currency	Principal	Interest[1]	Total
LSI Logistix Canada Inc.				
Operating Facility	CAD	$927,706.29	$357.51	$928,063.80
Operating Facility	USD	$19.98	$0.01	$19.99
Demand Loan Facility	CAD	$250,000.00	$108.56	$250,108.56
Co-Lend Facility	CAD	$1,462,500.00	$2,299.98	$1,464,799.98
CEBA Loan	CAD	$60,000.00	-	$60,000.00
SUB-TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$2,702,972.34**
	USD	**$19.98**	**$0.01**	**$19.99**
LSI Logistix Canada Inc. and LSI Wheels Inc.				
Leasing	CAD	n/a	n/a	$2,337,268.64[2]
SUB-TOTAL	**CAD**			**$2,337,268.64**
TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$5,040,240.98**
	USD	**19.98**	**$0.01**	**$19.99**

E.&E.O.

[1] Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate.
[2] Includes HST of $268,889.30.

NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
***BANKRUPTCY AND INSOLVENCY ACT* (CANADA)**

To: LSI World Inc. (the "Company")

Take notice that:

1. HSBC Bank Canada (the "**Bank**"), a secured creditor, intends to enforce its security on the property of the Company described below:

   (a) all present and after-acquired personal property of the Company; and

   (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a General Security Agreement dated April 23, 2019 (the "**Security**").

3. The total amount of the indebtedness secured by the Security is CAD $5,040,240.98 and USD $19.99 as at March 4, 2022 (the "**Indebtedness**"), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate. As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 7th day of March, 2022.

HSBC BANK CANADA
by Thornton Grout Finnigan LLP, its solicitors herein

Per: _____

Puya Fesharaki
Email: pfesharaki@tgf.ca
File no. 100-453

CONSENT

TO: **HSBC BANK CANADA** (the "**Bank**")

FROM: **LSI World Inc.** (the "**Company**")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank's security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2022.

LSI WORLD INC.

Per: _____
Name:
Title:

I have the authority to bind the Company.

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 100-453

March 7, 2022

VIA EMAIL [vikram.dua@lsiworld.com]

GSB Properties Ltd.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

GSB Properties Ltd.
294 Old Orchard Circle
Oakville, ON L6H 4N7

Attention: Vikram Dua

Dear Sirs:

Re: Indebtedness of LSI Logistix Canada Inc. ("LSI") and LSI Wheels Inc. ("LSI Wheels", and together with LSI, the "Borrowers") to HSBC Bank Canada (the "Bank")

As you are aware, we are the solicitors for the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the "**Credit Facilities**") pursuant to a credit facility agreement dated March 3, 2021, as amended by an amending agreement dated April 21, 2021 (collectively, as amended, the "**Credit Facility Agreement**"), and the Offer to Lease dated December 3, 2020 (the "**Offer to Lease**"). We also refer to the forbearance agreement dated August 3, 2021, as amended by amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021 and December 24, 2021 (collectively, as amended, the "**Forbearance Agreement**"). The Borrowers are in default of the terms of the Credit Facility Agreement, the Offer to Lease, the Forbearance Agreement and the Bank's standard CEBA Loan Program agreement. In addition, the Credit Facilities are payable on demand. As at March 4, 2022, the Borrowers are indebted to the Bank in the amount of CAD $5,040,240.98 and USD $19.99 (the "**Indebtedness**"), together with accruing interest and accrued and accruing costs, as further detailed in Schedule "A" hereto.

We further refer to your guarantee of the Borrowers' obligations to the Bank pursuant to an unlimited written guarantee dated April 23, 2019 (the "**GSB Guarantee**"). Your obligations under the GSB Guarantee are payable on demand.

On behalf of the Bank, we hereby demand payment from you of the Indebtedness on account of the GSB Guarantee, namely the sums of CAD $5,040,240.98 and USD $19.99, together with accruing interest and accrued and accruing costs (including legal costs on a full indemnity basis). As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

Thornton Grout Finnigan LLP

Please note that the Indebtedness will continue to accrue interest, and costs will continue to be incurred by the Bank, for which you will be responsible until payment is received by the Bank.

In the event that you fail to pay the sums indicated by **5:00 p.m. on March 17, 2022**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

Puya Fesharaki
PJF/rgm

Encls.

cc: Andrew O'Coin, *HSBC Bank Canada*

Thornton Grout Finnigan LLP

Schedule "A"

**Indebtedness of LSI Logistix Canada Inc. and LSI Wheels Inc.
to HSBC Bank Canada as at March 4, 2022**

Facility	Currency	Principal	Interest[1]	Total
LSI Logistix Canada Inc.				
Operating Facility	CAD	$927,706.29	$357.51	$928,063.80
Operating Facility	USD	$19.98	$0.01	$19.99
Demand Loan Facility	CAD	$250,000.00	$108.56	$250,108.56
Co-Lend Facility	CAD	$1,462,500.00	$2,299.98	$1,464,799.98
CEBA Loan	CAD	$60,000.00	-	$60,000.00
SUB-TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$2,702,972.34**
	USD	**$19.98**	**$0.01**	**$19.99**
LSI Logistix Canada Inc. and LSI Wheels Inc.				
Leasing	CAD	n/a	n/a	$2,337,268.64[2]
SUB-TOTAL	**CAD**			**$2,337,268.64**
TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$5,040,240.98**
	USD	**19.98**	**$0.01**	**$19.99**

E.&E.O.

[1] Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate.
[2] Includes HST of $268,889.30.

NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
***BANKRUPTCY AND INSOLVENCY ACT* (CANADA)**

To: GSB Properties Ltd. (the "Company")

Take notice that:

1. HSBC Bank Canada (the "**Bank**"), a secured creditor, intends to enforce its security on the property of the Company described below:

   (a) all present and after-acquired personal property of the Company; and

   (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a General Security Agreement dated April 23, 2019 (the "**Security**").

3. The total amount of the indebtedness secured by the Security is CAD $5,040,240.98 and USD $19.99 as at March 4, 2022 (the "**Indebtedness**"), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate. As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 7th day of March, 2022.

HSBC BANK CANADA
by Thornton Grout Finnigan LLP, its solicitors herein

Per: _____

Puya Fesharaki
Email: pfesharaki@tgf.ca
File no. 100-453

CONSENT

TO: **HSBC BANK CANADA** (the "**Bank**")

FROM: **GSB Properties Ltd.** (the "**Company**")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank's security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2022.

GSB PROPERTIES LTD.

Per: _____
Name:
Title:

I have the authority to bind the Company.

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 100-453

March 7, 2022

VIA EMAIL [vikram.dua@lsiworld.com]

2191562 Ontario Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

2191562 Ontario Inc.
294 Old Orchard Circle
Oakville, ON L6H 4N7

Attention: Vikram Dua

Dear Sirs:

Re: Indebtedness of LSI Logistix Canada Inc. ("LSI") and LSI Wheels Inc. ("LSI Wheels", and together with LSI, the "Borrowers") to HSBC Bank Canada (the "Bank")

As you are aware, we are the solicitors for the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the "**Credit Facilities**") pursuant to a credit facility agreement dated March 3, 2021, as amended by an amending agreement dated April 21, 2021 (collectively, as amended, the "**Credit Facility Agreement**"), and the Offer to Lease dated December 3, 2020 (the "**Offer to Lease**"). We also refer to the forbearance agreement dated August 3, 2021, as amended by amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021 and December 24, 2021 (collectively, as amended, the "**Forbearance Agreement**"). The Borrowers are in default of the terms of the Credit Facility Agreement, the Offer to Lease, the Forbearance Agreement and the Bank's standard CEBA Loan Program agreement. In addition, the Credit Facilities are payable on demand. As at March 4, 2022, the Borrowers are indebted to the Bank in the amount of CAD $5,040,240.98 and USD $19.99 (the "**Indebtedness**"), together with accruing interest and accrued and accruing costs, as further detailed in Schedule "A" hereto.

We further refer to your guarantee of the Borrowers' obligations to the Bank pursuant to an unlimited written guarantee dated April 23, 2019 (the "**219 Guarantee**"). Your obligations under the 219 Guarantee are payable on demand.

On behalf of the Bank, we hereby demand payment from you of the Indebtedness on account of the 219 Guarantee, namely the sums of CAD $5,040,240.98 and USD $19.99, together with accruing interest and accrued and accruing costs (including legal costs on a full indemnity basis). As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

Thornton Grout Finnigan LLP

Please note that the Indebtedness will continue to accrue interest, and costs will continue to be incurred by the Bank, for which you will be responsible until payment is received by the Bank.

In the event that you fail to pay the sums indicated by **5:00 p.m. on March 17, 2022**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

Puya Fesharaki
PJF/rgm

Encls.

cc: Andrew O'Coin, *HSBC Bank Canada*

Thornton Grout Finnigan LLP

Schedule "A"

**Indebtedness of LSI Logistix Canada Inc. and LSI Wheels Inc.
to HSBC Bank Canada as at March 4, 2022**

Facility	Currency	Principal	Interest[1]	Total
LSI Logistix Canada Inc.				
Operating Facility	CAD	$927,706.29	$357.51	$928,063.80
Operating Facility	USD	$19.98	$0.01	$19.99
Demand Loan Facility	CAD	$250,000.00	$108.56	$250,108.56
Co-Lend Facility	CAD	$1,462,500.00	$2,299.98	$1,464,799.98
CEBA Loan	CAD	$60,000.00	-	$60,000.00
SUB-TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$2,702,972.34**
	USD	**$19.98**	**$0.01**	**$19.99**
LSI Logistix Canada Inc. and LSI Wheels Inc.				
Leasing	CAD	n/a	n/a	$2,337,268.64[2]
SUB-TOTAL	**CAD**			**$2,337,268.64**
TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$5,040,240.98**
	USD	**19.98**	**$0.01**	**$19.99**

E.&E.O.

[1] Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate.
[2] Includes HST of $268,889.30.

NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
***BANKRUPTCY AND INSOLVENCY ACT* (CANADA)**

To: 2191562 Ontario Inc. (the "Company")

Take notice that:

1. HSBC Bank Canada (the "**Bank**"), a secured creditor, intends to enforce its security on the property of the Company described below:

   (a) all present and after-acquired personal property of the Company; and

   (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a General Security Agreement dated April 23, 2019 (the "**Security**").

3. The total amount of the indebtedness secured by the Security is CAD $5,040,240.98 and USD $19.99 as at March 4, 2022 (the "**Indebtedness**"), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate. As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 7th day of March, 2022.

HSBC BANK CANADA
by Thornton Grout Finnigan LLP, its solicitors herein

Per: _____

Puya Fesharaki
Email: pfesharaki@tgf.ca
File no. 100-453

CONSENT

TO: **HSBC BANK CANADA** (the "**Bank**")

FROM: **2191562 Ontario Inc.** (the "**Company**")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank's security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2022.

2191562 ONTARIO INC.

Per: _____
Name:
Title:

I have the authority to bind the Company.

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 100-453

March 7, 2022

VIA EMAIL [vikram.dua@lsiworld.com]

2597370 Ontario Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

2597370 Ontario Inc.
7294 Mason Rd.
Cambridge, ON N3C 2V4

Attention: Vikram Dua

Dear Sirs:

Re: Indebtedness of LSI Logistix Canada Inc. ("LSI") and LSI Wheels Inc. ("LSI Wheels", and together with LSI, the "Borrowers") to HSBC Bank Canada (the "Bank")

As you are aware, we are the solicitors for the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the "**Credit Facilities**") pursuant to a credit facility agreement dated March 3, 2021, as amended by an amending agreement dated April 21, 2021 (collectively, as amended, the "**Credit Facility Agreement**"), and the Offer to Lease dated December 3, 2020 (the "**Offer to Lease**"). We also refer to the forbearance agreement dated August 3, 2021, as amended by amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021 and December 24, 2021 (collectively, as amended, the "**Forbearance Agreement**"). The Borrowers are in default of the terms of the Credit Facility Agreement, the Offer to Lease, the Forbearance Agreement and the Bank's standard CEBA Loan Program agreement. In addition, the Credit Facilities are payable on demand. As at March 4, 2022, the Borrowers are indebted to the Bank in the amount of CAD $5,040,240.98 and USD $19.99 (the "**Indebtedness**"), together with accruing interest and accrued and accruing costs, as further detailed in Schedule "A" hereto.

We further refer to your guarantee of the Borrowers' obligations to the Bank pursuant to an unlimited written guarantee dated April 23, 2019 (the "**259 Guarantee**"). Your obligations under the 259 Guarantee are payable on demand.

On behalf of the Bank, we hereby demand payment from you of the Indebtedness on account of the 259 Guarantee, namely the sums of CAD $5,040,240.98 and USD $19.99, together with accruing interest and accrued and accruing costs (including legal costs on a full indemnity basis). As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

Thornton Grout Finnigan LLP

Please note that the Indebtedness will continue to accrue interest, and costs will continue to be incurred by the Bank, for which you will be responsible until payment is received by the Bank.

In the event that you fail to pay the sums indicated by **5:00 p.m. on March 17, 2022**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

Puya Fesharaki
PJF/rgm

Encls.

cc: Andrew O'Coin, *HSBC Bank Canada*

Thornton Grout Finnigan LLP

Schedule "A"

**Indebtedness of LSI Logistix Canada Inc. and LSI Wheels Inc.
to HSBC Bank Canada as at March 4, 2022**

Facility	Currency	Principal	Interest[1]	Total
LSI Logistix Canada Inc.				
Operating Facility	CAD	$927,706.29	$357.51	$928,063.80
Operating Facility	USD	$19.98	$0.01	$19.99
Demand Loan Facility	CAD	$250,000.00	$108.56	$250,108.56
Co-Lend Facility	CAD	$1,462,500.00	$2,299.98	$1,464,799.98
CEBA Loan	CAD	$60,000.00	-	$60,000.00
SUB-TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$2,702,972.34**
	USD	**$19.98**	**$0.01**	**$19.99**
LSI Logistix Canada Inc. and LSI Wheels Inc.				
Leasing	CAD	n/a	n/a	$2,337,268.64[2]
SUB-TOTAL	**CAD**			**$2,337,268.64**
TOTAL	**CAD**	**$2,664,206.29**	**$2,766.05**	**$5,040,240.98**
	USD	**19.98**	**$0.01**	**$19.99**

E.&E.O.

[1] Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate.
[2] Includes HST of $268,889.30.

NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
***BANKRUPTCY AND INSOLVENCY ACT* (CANADA)**

To: 2597370 Ontario Inc. (the "Company")

Take notice that:

1. HSBC Bank Canada (the "**Bank**"), a secured creditor, intends to enforce its security on the property of the Company described below:

(a) all present and after-acquired personal property of the Company; and

(b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a General Security Agreement dated April 23, 2019 (the "**Security**").

3. The total amount of the indebtedness secured by the Security is CAD $5,040,240.98 and USD $19.99 as at March 4, 2022 (the "**Indebtedness**"), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate and the Bank's U.S. Base Rate. As at today's date, interest is accruing in the amount of CAD $2,766.05 per day.

4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 7th day of March, 2022.

HSBC BANK CANADA
by Thornton Grout Finnigan LLP, its solicitors herein

Per: _____

Puya Fesharaki
Email: pfesharaki@tgf.ca
File no. 100-453

CONSENT

TO: **HSBC BANK CANADA** (the "**Bank**")

FROM: **2597370 Ontario Inc.** (the "**Company**")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank's security and the exercise of the other remedies of the Bank against the Company.

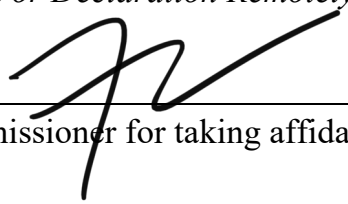
DATED at _____ this _____ day of _____, 2022.

2597370 ONTARIO INC.

Per: _____
Name:
Title:

I have the authority to bind the Company.

This is Exhibit “J” referred to in the
Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

Zoho Sign Document ID: NIGKH7NM2XJHAVB0EL5HS27KA7MNR2FU3PTAYQBVPG8

HSBC

Personal & Confidential

March 18, 2022

Via Electronic Mail

VD RG

LSI Logistix Canada Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sir:

Re: Indebtedness of LSI Logistix Canada Inc. (the "Borrower") to HSBC Bank Canada (the "Bank")

We refer to the forbearance agreement dated August 3, 2021, as amended by amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021 and December 24, 2021 (collectively, as amended, the "**Forbearance Agreement**"). Any capitalized terms not defined herein have the meanings given to them in the Forbearance Agreement.

By letters dated March 7, 2022 (collectively, the "**Demand Letters**"), the Bank demanded repayment of the indebtedness of the Borrower to the Bank from each of the Borrower and the guarantors thereof. On that same date, the Bank also delivered Notices of Intent to Realize on Security under the *Bankruptcy and Insolvency Act* (collectively, the "**BIA Notices**"). The relevant statutory deadlines under the Demand Letters and BIA Notices expire today. As a result, the Bank will be in a position to immediately take enforcement steps against the Borrower and the guarantors thereof.

On March 15, 2022, the Borrower delivered to the Bank a signed Bill of Sale dated February 18, 2022 (the "**Bill of Sale**") in respect of the sale of certain equipment leased to it by the Bank to a third-party purchaser (the "**Proposed Transaction**").

Notwithstanding the expiration of the statutory deadlines under the BIA Notices and the defaults noted in the prior Forbearance Agreements, which are continuing, the Borrower has requested the Bank's consent to the purchase and sale transaction contemplated by the Bill of Sale and provide additional time to fully and permanently repay its indebtedness and obligations to the Bank.

At the Credit Parties' request, and for consideration received, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the Bank hereby agrees to grant its consent to the Proposed Transaction and forbear from enforcing its rights against the Borrower and the guarantors thereof strictly on a day-to-day basis, on the following terms and conditions:

1. The Credit Parties each hereby restate and reaffirm all of the acknowledgements, representations, warranties and covenants contained in the Forbearance Agreement.

Zoho Sign Document ID: NIGKH7NM2XJHAVB0EL5HS27KA7MNR2FU3PTAYQBVPG8

2. The Credit Parties each hereby agree that any failure to comply with the terms and conditions of this Agreement shall constitute a Forbearance Terminating Event under the Forbearance Agreement.

3. The Credit Parties each hereby agree that they each absolutely and irrevocably release the Bank and its officers, directors, employees, solicitors and agents, including the Consultant (collectively, the "**Releasees**") of and from any and all claims which they may have in respect of the Releasees up to and including the date hereof including, without limitation, any actions taken by the Bank in dealing with the Credit Parties, the Credit Facilities, the Security, the Guarantees or with the administration of the Borrower's accounts with the Bank.

4. This Agreement is subject to receipt by the Bank on or before **5:00pm on March 18, 2022** of a duly authorized and executed copy of this Agreement signed by each of the parties hereto.

The Proposed Transaction

5. The Bank hereby grants its consent to the Proposed Transaction contemplated by the Bill of Sale on the following terms and conditions:

   (a) the Proposed Transaction shall close on or before March 31, 2022;

   (b) the Proposed Transaction shall not be amended or otherwise deviate in form or substance from the transaction contemplated by the Bill of Sale. If the Proposed Transaction is amended in any way, the Borrower shall immediately apprise the Bank and the Bank shall be required to provide its written consent to any such amendment;

   (c) the proceeds of the Proposed Transaction shall be used to permanently repay and cancel the Leasing Facility;

   (d) the proceeds of the Proposed Transaction shall be used to permanently repay and cancel the $250,000 New Facility; and

   (e) the balance of the proceeds of the Proposed Transaction, after accounting for the payments provided for at (c) and (d) above, shall be applied as a permanent repayment of the Operating Facility with a corresponding reduction to the principal amount permitted under such facility.

Reporting Requirements

6. On or before March 31, 2022, the Borrower shall deliver to the Bank a copy of an updated business plan and forecast satisfactory to the Bank.

7. The Credit Parties shall strictly adhere to all reporting requirements set out in the Credit Facility Agreement and the Forbearance Agreement, except as amended herein.

VD R.G

Zoho Sign Document ID: NIGKH7NM2XJHAVB0EL5HS27KA7MNR2FU3PTAYQBVPG8

Other Terms and Conditions

8. Except as specifically amended, all terms and conditions of the Forbearance Agreement, shall remain in full force and effect, unamended.

9. Nothing in this Agreement shall be construed or operate as a waiver of or acquiescence to any default which has occurred under the Forbearance Agreement or the Credit Facilities.

Yours truly,

HSBC BANK CANADA

By: By:

Name: Andrew O'Coin
Title: Assistant Vice President

Name: Brian Pettit
Title: Assistant Vice President

We have authority to bind the Bank.

Zoho Sign Document ID: NIGKH7NM2XJHAVB0EL5HS27KA7MNR2FU3PTAYQBVPG8

Acknowledged and agreed to this 17 day of March, 2022.

As Borrower:

LSI LOGISTIX CANADA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name:
Title: President
President

As Guarantors:

2191562 ONTARIO INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name:
Title: President
President

LSI WHEELS INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name:
Title: President
President

LSI USA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name:
Title: President
President

GSB PROPERTIES LTD.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name:
Title: President
President

Zoho Sign Document ID: NIGKH7NM2XJHAVB0EL5HS27KA7MNR2FU3PTAYQBVPG8

Acknowledged and agreed to this 18 day of March, 2022.

2597370 ONTARIO INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

LSI WORLD INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

LSI TERMINALS USA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

LSI HOLDINGS USA INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

LSI LOGISTIX USA, INC.

Per: Vikram Dua
Name: Vikram Dua
Title: CEO
I/we have authority to bind the Corporation

Per:
Name: President
Title: President

Zoho Sign Document ID: NIGKH7NM2XJHAVB0EL5HS27KA7MNR2FU3PTAYQBVPG8

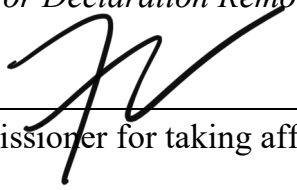
Acknowledged and agreed to this 18 **day of** March**, 2022.**

PERSONAL GUARANTOR:

Per:_____
Witness as to signature of Vikram Dua

Per: Vikram Dua_____
Vikram Dua

This is Exhibit “K” referred to in the Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

HSBC

Personal & Confidential

May 10, 2022

Via Electronic Mail

LSI Logistix Canada Inc.
6855 Columbus Road
Mississauga, ON L5T 2G9

Attention: Vikram Dua

Dear Sir:

Re: Indebtedness of LSI Logistix Canada Inc. (the "Borrower") to HSBC Bank Canada (the "Bank")

We refer to the forbearance agreement dated August 3, 2021, as amended by amending agreements dated September 17, 2021, October 29, 2021, November 12, 2021, December 24, 2021 and March 28, 2022 (collectively, as amended, the "**Forbearance Agreement**"). Any capitalized terms not defined herein have the meanings given to them in the Forbearance Agreement.

In addition, we refer to the letters dated March 7, 2022 (collectively, the "**Demand Letters**"), wherein the Bank demanded repayment of the indebtedness of the Borrower to the Bank from the Borrower and the Corporate Guarantors. On that same date, the Bank also delivered Notices of Intent to Realize on Security under the *Bankruptcy and Insolvency Act* (collectively, the "**BIA Notices**"). The relevant statutory deadlines under the Demand Letters and BIA Notices have expired.

The Forbearance Deadline under the Forbearance Agreement has expired. As a result, the Bank is in a position to immediately take enforcement steps against the Borrower and the Corporate Guarantors.

Effective today, all accounts held with the Bank by the Borrower and the Corporate Guarantors (collectively, the "**Accounts**") shall be on a deposit only basis only. For greater certainty, effective immediately, any cheques or other instruments for payment drawn on such accounts shall not be honoured by the Bank.

The Bank may apply any funds held in the Accounts to the repayment of the indebtedness and obligations of the Borrower and the Corporate Guarantors to the Bank in its sole discretion.

The Bank understands that the Borrower and each of the Canadian Corporate Guarantors (save and except for LSI World Inc.) intend to file voluntary bankruptcy assignments (the "**Bankruptcy Assignments**") in order to wind up their business affairs. The Bank further understands that the

Bankruptcy Assignments will be completed on or before Thursday, May 19, 2022 ("**Bankruptcy Date**").

The Bank recognizes and appreciates the cooperation of the Borrower and the Corporate Guarantors in assisting the Bank in recovering all value available from the assets and accounts receivable of the Borrower and Corporate Guarantors, and you have confirmed that that will continue as you proceed to wind up the various companies including through the Bankruptcy Assignments. Provided this continues to be the case (to the Bank's satisfaction), the Bank is prepared to consider an accommodation under the Personal Guarantee for the benefit of the Personal Guarantor at a future date.

The Bank is prepared to release the guarantees and security held from LSI World Inc. and the U.S. Corporate Guarantors (the "**Settlement Offer**") upon all of the following being satisfied in the Bank's discretion (collectively, the "**Conditions**"):

(i) on or before 5:00pm EST on May 10, 2022, confirmation that the requisite meetings of the board of directors of the relevant borrower entities have been called to discuss the Bankruptcy Assignments and that the necessary corporate authorizations (the "**Necessary Authorizations**") are in effect to permit the directors to assign the companies into bankruptcy;

(ii) the Bankruptcy Assignments being completed by the Bankruptcy Date, provided that each company being assigned into bankruptcy has the Necessary Authorizations and same has been confirmed to the Bank or the Consultant;

(iii) receipt by the Bank of CAD$90,000 as a permanent and irrevocable payment of the indebtedness and obligations of the Borrower to the Bank; and

(iv) BDC's concurrence, if the Bank deems it necessary in its sole discretion.

If any of the Conditions are not satisfied by the dates and times set out above and the Bank will not waive satisfaction thereof, the Settlement Offer shall be terminated.

In the meantime, except as expressly waived in writing by the Bank, no act or failure to act by the Bank, nor anything said or done in any discussions, correspondence or other dealings among any of the Bank, the Borrower, the Guarantors or any of their respective shareholders, affiliates, subsidiaries, related parties, officers, directors, employees, agents or representatives shall be construed as a waiver of any breach, default or event of default under the Credit Facility Agreement, or any of the rights or remedies of the Bank under the Demand Letters and BIA Notices. There is no agreement by the Bank to forbear from enforcing any of its rights and remedies with respect to the Defaults or with respect to any other breach, default or event of default under the Credit Facility Agreement which has occurred or which may occur in the future. The Bank reserves the right to immediately exercise all such rights and remedies at any time including, without limitation, taking steps to enforce the security granted to the Bank by the Borrower and the Corporate Guarantors.

[*Signature pages follow*]

Yours truly,

HSBC BANK CANADA

By: By:

Name: Andrew O'Coin
Title: Assistant Vice President

Name: Brian Pettit
Title: Assistant Vice President

We have authority to bind the Bank.

Acknowledged and agreed to this _____ day of _____, 2022.

As Borrower:

LSI LOGISTIX CANADA INC.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

As Guarantors:

2191562 ONTARIO INC.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

LSI WHEELS INC.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

LSI USA INC.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

GSB PROPERTIES LTD.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

Acknowledged and agreed to this _____ day of _____, 2022.

2597370 ONTARIO INC.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

LSI WORLD INC.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

LSI TERMINALS USA INC.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

LSI HOLDINGS USA INC.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

LSI LOGISTIX USA, INC.

Per:_____ Per:_____
Name: Name:
Title: Title:
I/we have authority to bind the Corporation

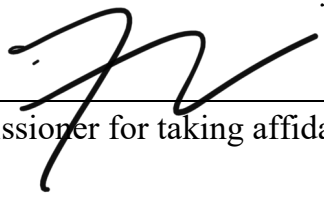
Acknowledged and agreed to this _____ day of _____, 2022.

PERSONAL GUARANTOR:

Per:_____
Witness as to signature of Vikram Dua

Per:_____
Vikram Dua

This is Exhibit "L" referred to in the
Affidavit of Andrew O'Coin sworn by Andrew O'Coin of the Region of Waterloo, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

Court File No. CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.

Respondents

CONSENT

Pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, BDO Canada Limited ("**BDO**") hereby consents to acting as the receiver and manager, without security, of all of the assets, undertakings and properties of LSI Logistix Canada Inc., LSI wheels Inc., LSI world Inc., GSB Properties Ltd., 2191562 Ontario Inc., and 2597370 Ontario Inc., in accordance with an order substantially in the form of the order included in the application record of the Applicant, as such order may be amended in a manner satisfactory to BDO.

Dated at Toronto, Ontario, this 3rd day of June, 2022.

BDO CANADA LIMITED

Per: _____
Name: Gary Cerrato
Title: Senior Vice-President

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA	- and -	**LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.**
Applicant		Respondents

Court File No. CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

CONSENT

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Fax: (416) 304-1313

D.J. Miller (LSO#34393P)
Email: djmiller@tgf.ca / Tel: (416) 304-0559

Puya Fesharaki (LSO#70588L)
Email: pfesharaki@tgf.ca / Tel.: (416) 304-7979

Lawyers for the Applicant, HSBC Bank Canada

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA
Applicant

- and -

LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.

Respondents

Court File No. CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

AFFIDAVIT OF ANDREW O'COIN
(sworn June 3, 2022)

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

D.J. Miller (LSO# 34393P)
Email: djmiller@tgf.ca / Tel: (416) 304-0559

Puya Fesharaki (LSO #70588L)
Email: pfesharaki@tgf.ca / Tel.: (416) 304-7979

Lawyers for the Applicant, HSBC Bank Canada

TAB 3

Court File No. CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

THE HONOURABLE	)	[DAY], THE [DATE]
	)	
JUSTICE	)	DAY OF JUNE, 2022

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.

Respondents

ORDER
(Appointing Receiver)

THIS APPLICATION made by HSBC Bank Canada (the "**Applicant**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacities, the "**Receiver**"), without security, of all of the assets, undertakings and properties of LSI Logistix

Canada Inc., LSI wheels Inc., LSI world Inc., GSB Properties Ltd., 2191562 Ontario Inc., and 2597370 Ontario Inc. (collectively, the "**Debtors**"), was heard this day by judicial videoconference via Zoom in Toronto, Ontario, due to the COVID-19 pandemic.

ON READING the Affidavit of Andrew O'Coin sworn June 3, 2022 (the "**O'Coin Affidavit**") and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and such other parties listed on the counsel slip, no one else appearing although duly served as it appears from the Affidavit of Service of [Puya Fesharaki] sworn June [DATE], filed, and on reading the Consent of BDO to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record herein is hereby validated such that this Application is properly returnable today, hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

APPOINTMENT

1. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings, and properties of the Debtors, acquired for, or used in relation to the business carried on by the Debtors, and all proceeds thereof (collectively, the "**Property**") save and except for the collateral of the Debtors subject to the following registrations pursuant to the (Ontario) *Personal Property Security Act* (the "**PPSA**"):

(a) PPSA Registration No. 20080509 1012 6005 8148 against Load Solutions Inc. ("**LSI**"), being the prior name of the Debtor, LSI Logistix Canada Inc., in favour

of National Leasing Group Inc. in respect of the collateral category “Equipment” relating to certain photocopier equipment;

(b) PPSA Registration Nos. 20130729 1939 1531 7638 and 20131129 1728 1532 0210, each against LSI in favour of Bank of Montreal and each in respect of the collateral categories “Other” and “Motor Vehicle Included”, and relating to certain motor vehicles identified by VIN;

(c) PPSA Registration No. 20161118 1221 6005 1603 against LSI in favour of National Leasing Group Inc. in respect of the collateral category “Equipment” relating to certain photocopier equipment;

(d) PPSA Registration No. 20171120 1628 1532 8202 against LSI in favour of Bank of Montreal in respect of the collateral categories “Consumer Goods”, “Other” and “Motor Vehicle Included” relating to certain motor vehicles identified by VIN;

(e) PPSA Registration No. 20170822 1205 6083 5140 against LSI in favour of Stoughton Trailers Canada Corporation in respect of the collateral categories “Consumer Goods”, “Other” and “Motor Vehicle Included” relating to certain motor vehicles identified by VIN;

(f) PPSA Registration 20171221 1302 6005 8632 against LSI in favour of National Leasing Group Inc. in respect of the collateral category “Equipment” relating to certain GPS equipment;

(g) PPSA Registration No. 20180109 1639 1616 1516 against LSI in favour of Bank of Montreal in respect of the collateral categories “Consumer Goods”, “Other” and “Motor Vehicle Included” relating to certain motor vehicles identified by VIN;

(h) PPSA Registration No. 20180109 1639 1616 1516 against LSI in favour of LBEL Inc. in respect of the collateral categories “Inventory”, “Equipment”, “Accounts”, “Other” and “Motor Vehicle Included” relating to certain motor vehicles identified by VIN;

(i) PPSA Registration No. 20180205 1124 6005 9555 against LSI in favour of National Leasing Group Inc. in respect of the collateral categories “Equipment” and “Other” relating to certain GPS equipment;

(j) PPSA Registration No. 20180423 1748 6005 1265 against LSI in favour of National Leasing Group Inc. in respect of the collateral category “Equipment” relating to certain GPS equipment;

(k) PPSA Registration No. 20180523 1501 6005 2056 against LSI in favour of National Leasing Group Inc. in respect of the collateral category “Equipment” relating to certain computer equipment;

(l) PPSA Registration Nos. 20180531 1654 6005 2274 and 20180925 1143 6005 5035, each against LSI in favour of National Leasing Group Inc., each in respect of the collateral category “Equipment” and relating to certain GPS equipment;

(m) PPSA Registration No. 20190110 1237 6005 7810 against LSI in favour of CWB National Leasing Inc. in respect of the collateral category “Equipment” relating to certain GPS equipment;

(n) PPSA Registration No. 20190118 1717 9102 3491 against each of LSI and LSI Wheels Inc. in favour of Mercado Capital Corporation in respect of the collateral

category “Equipment”, “Other”, “Motor Vehicle Included” relating to certain motor vehicles identified by VIN; and

(o) PPSA Registration No. 20190118 1241 1532 0894 in favour VW Credit Canada Inc. in respect of the collateral categories “Consumer Goods”, “Equipment”, “Other” and “Motor Vehicle Included” relating to certain motor vehicles identified by VIN.

RECEIVER’S POWERS

2. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property, or any part or parts thereof, and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of

business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000, provided that the aggregate consideration for all such transactions does not exceed $250,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the *Ontario Mortgages Act*, as the case may be, shall not be required;

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(o) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

(p) to file an assignment in bankruptcy on behalf of any or all of the Debtors, and to administer the estates on a consolidated basis for administrative purposes only, and not as a substantive consolidation; and

(q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

4. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property or the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing

the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

6. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, contractors, equipment suppliers, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or

services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect

of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste

or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on

the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any

Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL: https://www.bdo.ca/en-ca/extranets/LSI/.

25. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by email, ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

RETENTION OF LAWYERS

26. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use Thornton Grout Finnigan LLP, solicitors for the Applicant herein, as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtors and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

34. **THIS COURT ORDERS** that this order is effective from the date that it is made and is enforceable without any need for entry and filing.

_____

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of LSI Logistix Canada INC., LSI Wheels Inc., LSI World Inc., GSB Properties Ltd., 2191562 Ontario Inc., and 2597370 Ontario Inc. (collectively, the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ► of _____, 2022 (the "**Order**") made in an application having Court File No. CV-22-_____-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $►, being part of the total principal sum of $► which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the

Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2022.

BDO Canada Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

Applicant

- and -

LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.

Respondents

Court File No. CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

ORDER
(Appointing Receiver)

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Lawyers for the Applicant, HSBC Bank Canada

TAB 4

~~Revised: January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. ~~—~~CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

THE HONOURABLE ~~JUSTICE~~	~~)~~ ~~)~~)	~~WEEKDAY~~[DAY], THE # ~~DAY OF MONTH,~~ ~~20YR~~[DATE]
JUSTICE	))	DAY OF JUNE, 2022

B E T W E E N:

~~PLAINTIFF~~[1]

~~Plaintiff~~

HSBC BANK CANADA

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.

~~[1] The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

Respondents

ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~**APPLICATION** made by HSBC Bank Canada (the ~~Plaintiff~~[2] "**Applicant**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the ~~"~~"**BIA**~~"~~") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the ~~"~~"**CJA**~~"~~), appointing ~~[RECEIVER'S NAME]~~BDO Canada Limited ("**BDO**") as receiver ~~[~~and manager~~]~~ (in such capacities, the ~~"~~"**Receiver**~~"~~), without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (~~LSI Logistix Canada Inc., LSI wheels Inc., LSI world Inc., GSB Properties Ltd., 2191562 Ontario Inc., and 2597370 Ontario Inc. (collectively, the ~~"Debtor") acquired for, or used in relation to a business carried on by the Debtor~~"**Debtors**"), was heard this day ~~at 330 University Avenue,~~by judicial videoconference via Zoom in Toronto, Ontario, due to the COVID-19 pandemic.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Andrew O'Coin sworn ~~[DATE]~~June 3, 2022 (the "**O'Coin Affidavit**") and the Exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant and such other parties listed on the counsel slip, no one else appearing ~~for [NAME]~~ although duly served as it appears from the ~~affidavit~~Affidavit of ~~service~~Service of [~~NAME~~Puya Fesharaki] sworn June [DATE], filed, and on reading the ~~consent~~Consent of ~~[RECEIVER'S NAME]~~BDO to act as the Receiver,

SERVICE

[2] ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record herein is hereby ~~abridged and~~ validated[3] ~~so~~ such that this ~~motion~~Application is properly returnable today ~~and~~, hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

APPOINTMENT

1. ~~2.~~ **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~BDO is hereby appointed Receiver, without security, of all of the assets, undertakings, and properties of the ~~Debtor~~Debtors, acquired for, or used in relation to ~~a~~the business carried on by the ~~Debtor, including~~Debtors, and all proceeds thereof (collectively, the ~~"~~"**Property**~~"~~") save and except for the collateral of the Debtors subject to the following registrations pursuant to the (Ontario) *Personal Property Security Act* (the "**PPSA**"):

(a) PPSA Registration No. 20080509 1012 6005 8148 against Load Solutions Inc. ("**LSI**"), being the prior name of the Debtor, LSI Logistix Canada Inc., in favour of National Leasing Group Inc. in respect of the collateral category "Equipment" relating to certain photocopier equipment;

(b) PPSA Registration Nos. 20130729 1939 1531 7638 and 20131129 1728 1532 0210, each against LSI in favour of Bank of Montreal and each in respect of the collateral categories "Other" and "Motor Vehicle Included", and relating to certain motor vehicles identified by VIN;

[3] ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

(c) PPSA Registration No. 20161118 1221 6005 1603 against LSI in favour of National Leasing Group Inc. in respect of the collateral category "Equipment" relating to certain photocopier equipment;

(d) PPSA Registration No. 20171120 1628 1532 8202 against LSI in favour of Bank of Montreal in respect of the collateral categories "Consumer Goods", "Other" and "Motor Vehicle Included" relating to certain motor vehicles identified by VIN;

(e) PPSA Registration No. 20170822 1205 6083 5140 against LSI in favour of Stoughton Trailers Canada Corporation in respect of the collateral categories "Consumer Goods", "Other" and "Motor Vehicle Included" relating to certain motor vehicles identified by VIN;

(f) PPSA Registration 20171221 1302 6005 8632 against LSI in favour of National Leasing Group Inc. in respect of the collateral category "Equipment" relating to certain GPS equipment;

(g) PPSA Registration No. 20180109 1639 1616 1516 against LSI in favour of Bank of Montreal in respect of the collateral categories "Consumer Goods", "Other" and "Motor Vehicle Included" relating to certain motor vehicles identified by VIN;

(h) PPSA Registration No. 20180109 1639 1616 1516 against LSI in favour of LBEL Inc. in respect of the collateral categories "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle Included" relating to certain motor vehicles identified by VIN;

(i) PPSA Registration No. 20180205 1124 6005 9555 against LSI in favour of National Leasing Group Inc. in respect of the collateral categories "Equipment" and "Other" relating to certain GPS equipment;

(j) PPSA Registration No. 20180423 1748 6005 1265 against LSI in favour of National Leasing Group Inc. in respect of the collateral category "Equipment" relating to certain GPS equipment;

(k) PPSA Registration No. 20180523 1501 6005 2056 against LSI in favour of National Leasing Group Inc. in respect of the collateral category "Equipment" relating to certain computer equipment;

(l) PPSA Registration Nos. 20180531 1654 6005 2274 and 20180925 1143 6005 5035, each against LSI in favour of National Leasing Group Inc., each in respect of the collateral category "Equipment" and relating to certain GPS equipment;

(m) PPSA Registration No. 20190110 1237 6005 7810 against LSI in favour of CWB National Leasing Inc. in respect of the collateral category "Equipment" relating to certain GPS equipment;

(n) PPSA Registration No. 20190118 1717 9102 3491 against each of LSI and LSI Wheels Inc. in favour of Mercado Capital Corporation in respect of the collateral category "Equipment", "Other", "Motor Vehicle Included" relating to certain motor vehicles identified by VIN; and

(o) PPSA Registration No. 20190118 1241 1532 0894 in favour VW Credit Canada Inc. in respect of the collateral categories "Consumer Goods", "Equipment",

"Other" and "Motor Vehicle Included" relating to certain motor vehicles identified by VIN.

RECEIVER'S POWERS

2. ~~3.~~ **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property, or any part or parts thereof, and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever

basis, including on a temporary basis, to assist with the exercise of the Receiver~~'~~'s powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;

(g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver~~'~~'s name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.[4] The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

[4] ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $~~_____~~100,000, provided that the aggregate consideration for all such transactions does not exceed $~~_____~~250,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[~~or section 31 of the *Ontario Mortgages Act*, as the case may be,~~]~~[5] shall not be required~~, and in each case the Ontario *Bulk Sales Act* shall not apply.~~;

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

[5] ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

~~(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;~~

(n) ~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor;~~

~~(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor~~Debtors;

(o) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have;

(p) to file an assignment in bankruptcy on behalf of any or all of the Debtors, and to administer the estates on a consolidated basis for administrative purposes only, and not as a substantive consolidation; and

(q) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations~~.~~,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as

defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. ~~4.~~ **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being ~~"~~"**Persons**~~"~~" and each being a ~~"~~"**Person**~~"~~") shall forthwith advise the Receiver of the existence of any Property in such Person~~'~~'s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver~~'~~'s request.

4. ~~5.~~ **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property or the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the ~~"~~"**Records**~~"~~") in that Person~~'~~'s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed

or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5. ~~6.~~ **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

6. ~~7.~~ **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further

Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

7. ~~8.~~ **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a ~~"~~"**Proceeding**~~"~~"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

8. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any ~~"~~"eligible financial contract~~"~~" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory

provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. ~~11.~~ **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. ~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, contractors, equipment suppliers, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. ~~13.~~ **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the ~~"~~"**Post Receivership Accounts**~~"~~") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. ~~14.~~ **THIS COURT ORDERS** that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. ~~15.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal

information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall

exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver~~'~~'s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER~~'~~'S ACCOUNTS

17. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the ~~"~~"**Receiver~~'~~'s Charge**~~"~~") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver~~'~~'s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and

encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.[6]

18. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass ~~its~~their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $~~_____~~500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and

[6] ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

is hereby charged by way of a fixed and specific charge (the ~~"~~"**Receiver~~'~~'s Borrowings Charge~~"~~") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. ~~22.~~ **THIS COURT ORDERS** that neither the Receiver~~'~~'s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule ~~"~~"A~~"~~" hereto (the ~~"~~"**Receiver's Certificates**~~"~~") for any amount borrowed by it pursuant to this Order.

23. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver~~'~~'s Certificates.

SERVICE AND NOTICE

24. ~~25.~~ **THIS COURT ORDERS** that the ~~E-Service Protocol of the~~Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~https://w

ww.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ~~'<@>'~~'https://www.bdo.ca/en-ca/extranets/LSI/.

25. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by ~~prepaid~~email, ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

RETENTION OF LAWYERS

26. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use Thornton Grout Finnigan LLP, solicitors for the Applicant herein, as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal

advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days~~'~~' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtors and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

34. **THIS COURT ORDERS** that this order is effective from the date that it is made and is enforceable without any need for entry and filing.

~~DOCSTOR: 1771742\8~~

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~of LSI Logistix Canada INC., LSI Wheels Inc., LSI World Inc., GSB Properties Ltd., 2191562 Ontario Inc., and 2597370 Ontario Inc. (collectively, the "**Debtors**"), acquired for, or used in relation to a business carried on by the ~~Debtor, including all proceeds thereof~~Debtors (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ~~____ day~~ ► of _____, ~~20__~~2022 (the "**Order**") made in an ~~action~~application having Court ~~file number ___-CL~~File No. CV-22-_____-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____►, being part of the total principal sum of $_____► which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the

Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, ~~20__~~2022.

~~[RECEIVER'S NAME]~~BDO Canada Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

~~3~~

3

Per :

Name:

Title:

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA Applicant	- and -	**LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.** Respondents Court File No. CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

ORDER
(Appointing Receiver)

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Lawyers for the Applicant, HSBC Bank Canada

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Document comparison by Workshare Compare on Friday, June 3, 2022 2:36:57 PM

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Document 1 ID	iManage://tgf-mobility-ca.imanage.work/client/5156334/1
Description	#5156334v1<tgf-mobility-ca.imanage.work> - Model-receivership-order-EN
Document 2 ID	iManage://tgf-mobility-ca.imanage.work/CLIENT/5163254/2
Description	#5163254v2<tgf-mobility-ca.imanage.work> - Draft Receivership Order
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	272
Deletions	224
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	496

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA - and - **LSI LOGISTIX CANADA INC., LSI WHEELS INC., LSI WORLD INC., GSB PROPERTIES LTD., 2191562 ONTARIO INC., and 2597370 ONTARIO INC.**

Applicant Respondents

Court File No. CV-22-00682169-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

APPLICATION RECORD

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