

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

EXPRESS GT PARTS SERVE INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

AFFIDAVIT OF TINA SWANSON

I, **TINA SWANSON**, of the Town of Okotoks, in the Province of Alberta, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am an Account Manager with the Small Business Special Accounts Unit of the Bank of Montreal (“**BMO**”). As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge, I have indicated my source of information and do verily believe such information to be true. Where correspondence is adopted as an exhibit, I do verily believe it was sent and received on the date(s) indicated.

2. This Affidavit is sworn in support of this application by the Royal Bank of Canada (“**RBC**”) to appoint msi Spergel Inc. (“**Spergel**”) as receiver of all the assets, properties and undertakings of Express GT Parts Serve Inc. (“**Express GTPS**”) and all the proceeds thereof.

3. I have reviewed the Affidavit of Gopinder Kaur sworn June 29, 2023.

GT Parts Serve Ltd.

4. Attached hereto as **Exhibit “A”** is a corporation profile report of GT Parts Serve Ltd. (the “**Borrower**”). It indicates the Borrower made a voluntary dissolution on February 23, 2023. Gurbir Randhawa (“**Gurbir**”) is listed as the sole director. It also indicates that Jaskirat Singh Gill (“**Jaskirat**”) and Samreet Bal (“**Samreet**”) were former directors of the Borrower.

The Loans

5. Pursuant to a Letter of Agreement dated August 24, 2018, and as amended and restated by Letters of Agreements dated May 15, 2019, February 7, 2020, November 17, 2020, and May 12, 2021, copies of which are attached as **Exhibits “B”, “C”, “D”, “E” and “F”**, respectively, the Bank granted the following credit facilities to the Borrower (collectively the “**Loans**”):

- (a) a Term Loan in the principal sum of \$270,249.60 plus interest to accrue thereon at 2.77% per annum;
- (b) a BMO Corporate Mastercard limited to the principal sum of \$20,000.00 with interest to accrue thereon at the rate of 21% per annum; and
- (c) an Overdraft Lending Facility, payable on demand, limited to the sum of \$550,000.00 every year on an ongoing basis from May 1 to October 31, and limited

to the sum of \$450,000 every year on an ongoing basis from November 1 to April 30, with interest to accrue on any amounts drawn at the Prime Rate plus 4% per annum (the “**Overdraft**”).

The GSAs

6. The Borrower’s indebtedness to BMO is secured by General Security Agreements dated August 27, 2018, and May 17, 2019 executed and delivered to BMO by the Borrower, copies of which are attached as **Exhibits “G” and “H”** (the “**GSAs**”).

7. Among other rights and remedies, the GSAs provide for the appointment of a receiver, in the event of default of the Borrower’s obligations.

8. BMO registered its security interest in the GSAs in the Province of Ontario. Attached hereto as **Exhibit “I”** is a copy of the Ministry of Government Services Personal Property Security Registration System Enquiry Response Certificate for the Borrower dated June 13, 2023, which confirms three families registered against the Borrower, with BMO registered first, as follows:

- (a) BMO pursuant to a financing statement registered on August 30, 2018, for a period of 5 years indicating a collateral classification of inventory, equipment, accounts and other assets, motor vehicle included, as renewed on June 14, 2023, for a period of 5 years, and amended on June 14, 2023 to add Express GTPS as an additional debtor;
- (b) RBC pursuant to a financing statement registered on August 26, 2021, for a period of 5 years indicating a collateral classification of inventory, equipment, accounts and other assets, as amended on March 9, 2023, to include motor vehicle in the

collateral classification, amended on March 9, 2023 to add Express GTPS as an additional debtor; and

- (c) Uni-Select Canada Inc. pursuant to a financing statement registered on November 5, 2021, for a period of 10 years indicating a collateral classification of inventory, equipment, accounts and other assets, motor vehicle included.

The Guarantees

9. As security for the Loans, Gurbir executed and delivered to the Bank his personal guarantee dated May 12, 2021, limited to the amount of \$850,000.00 plus interest to accrue from the date of demand at the Prime Rate plus 3.00% per annum, plus costs, a copy of which is attached as **Exhibit “J”**.

10. As further security for the Loans, Jaskirat and Samreet executed and delivered to the Bank their joint and several personal guarantee dated May 13, 2023, limited to the amount of \$850,000.00 plus interest to accrue from the date of demand at the Prime Rate plus 3.00% per annum, plus costs, a copy of which is attached as **Exhibit “K”**.

Default and Demands

11. By March 2023, the Borrower was in default of its obligations to BMO; including, the voluntary dissolution of the Borrower in February 2023, the Overdraft was in arrears of its interest payment obligations, and the Overdraft had been drawn above its limit of \$450,000 from November 2022 to March 2023, as set out in the account statements for that timeframe in connection with the Overdraft, copies of which are attached hereto as **Exhibit “L”**.

12. As such, on March 27, 2023, BMO, through its counsel, made demand upon the Borrower and the Guarantors pursuant to their respective obligations. BMO declared the entire amount of the indebtedness of Borrower to be immediately due and payable, and enclosed Notice of Intention to Enforce Security against the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*. Attached hereto as **Exhibit “M”** are copies of the said demands and notice.

13. As of March 27, 2023, the Borrower was indebted to BMO, pursuant to the Loans in the sum of \$764,241.14, inclusive of principal and interest, but exclusive of costs and interest continuing to accrue, which indebtedness remains outstanding.

14. Notwithstanding the aforesaid demands for payment, to date, the Borrower and Guarantors have failed or refused to make any payment to BMO pursuant to the Loans.

Transfer of the Borrower’s assets to of Express GTPS

15. Attached as **Exhibit “N”** is a copy of the letter to BMO’s lawyers from Jaskirat and Samreet’s lawyer dated May 19, 2023, redacted for irrelevant and potentially privilege information, in which they advise:

(a) At the time of entering into the Loans, Gurbir and Jaskirat were each 50% shareholders of the Borrower, and Samreet was a director, but held no shares;

(b) On August 15, 2022, Samreet resigned as a director, and Gurbir and Jaskirat entered into a Share Purchase Agreement, whereby Gurbir was to purchase all of Jaskirat’s shares in the Borrower. The shares were transferred to Gurbir, such that he has had “full control” of the Borrower since, but Gurbir “failed to abide by his obligations under the Share Purchase Agreement”; and

(c) The Borrower is no longer an active corporation, Gurbir changed the corporate structure, and it is now operating as Express GTPS.

It is Just and Convenient to Appoint a Receiver


16. The Borrower has been and continues to be unable to service the Loans and is in default of its obligations to BMO.

17. The GSAs expressly provide for the appointment of a receiver in the event of default.

18. In these circumstances, BMO has lost confidence in the ability of the Borrower and its principals to repay their respective commitments. BMO also believes a receiver is necessary: (i) for the protection of BMO's security, (ii) to maximize return for all stakeholders, and (iii) to investigate and report on priority, asset tracing and distribution issues on behalf of the Borrower's secured creditors, relating to the Borrower's assets in the hands of Express GTPS.

19. BMO consents to the appointment of Spergel as the receiver and manager.

20. This Affidavit is sworn in support of the RBC's application to appoint Spergel as receiver of all the assets, properties and undertakings of Express GTPS and all the proceeds thereof, and for no other or improper purpose.

SWORN BEFORE ME:)
by the Deponent of the Town of Okotoks, in)
the Province of Alberta)
before me at the City of Toronto,)
in the Province of Ontario, this 17th day of)
July, 2023, in accordance with [O. Reg. 431/20](#),)
Administering Oath or Declaration Remotely.)
)
)
)
_____)
A Commissioner for taking oaths, etc.)
Tiegan Kilbride LSO# P17363)

T Swanson

TINA SWANSON

This is **Exhibit “A”** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of June, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19



Profile Report

GT PARTS SERVE LTD. as of March 03, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	GT PARTS SERVE LTD.
Ontario Corporation Number (OCN)	2403355
Governing Jurisdiction	Canada - Ontario
Status	Inactive - Voluntary Dissolution
Date of Incorporation	January 15, 2014
Inactive Date	February 23, 2023
Registered or Head Office Address	21 Regan Rd, 1a, Brampton, Ontario, Canada, L7A 1B2

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

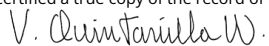
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, 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	GURBIR RANDHAWA
Address for Service	4 Warwick Way, Brampton, Ontario, Canada, L7A 2X8
Resident Canadian	Yes
Date Began	August 08, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



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)

There are no active Officers currently on file for this corporation.

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V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

GT PARTS SERVE LTD.

Effective Date

January 15, 2014

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V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Active Business Names

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

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V. Quintanilla W.

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.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
BCA - Articles of Dissolution	February 23, 2023
CIA - Notice of Change PAF: Gurbir RANDHAWA	September 07, 2022
CIA - Notice of Change PAF: Gurbir RANDHAWA	August 02, 2022
CIA - Notice of Change PAF: Gurbir RANDHAWA	April 29, 2022
CIA - Notice of Change PAF: SAMREET BAL - DIRECTOR	July 30, 2020
Annual Return - 2016 PAF: GURBIR SINGH RANDHAWA - DIRECTOR	May 28, 2017
CIA - Notice of Change PAF: JASKIRAT SINGH GILL - DIRECTOR	February 13, 2017
Annual Return - 2015 PAF: JASKIRAT SINGH GILL - DIRECTOR	June 19, 2016
CIA - Notice of Change PAF: GURBIR RANDHAWA - DIRECTOR	March 24, 2016
BCA - Articles of Incorporation	January 15, 2014

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 Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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This is **Exhibit "B"** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of Jun, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19

August 24, 2018

Company Legal Name: GT PARTS SERVE LTD.
21 REGAN RD
BRAMPTON ON L7A 1B2 CA

LETTER OF AGREEMENT

Bank of Montreal ("**BMO**") is pleased to advise that it has authorized the following credit facilities for GT PARTS SERVE LTD. (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement. Additional credit facilities ("**Additional Facilities**") are authorized or may be authorized pursuant to other agreements between the Borrower and BMO. Such Additional Facilities are in addition to and not in substitution for the Facilities under this Letter of Agreement.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

In this Letter of Agreement, certain capitalized terms are defined in Schedule A hereto. Please refer to Schedule A for the meaning of such terms.

Borrower(s): GT PARTS SERVE LTD.
(the "Borrower")

Guarantor(s): MR GURBIR RANDHAWA
MR JASKIRAT SINGH GILL
(the "Guarantor")

Total Facility Limit: The total approved amount of all Facilities shall not exceed \$210,000.00 at any time.



Your Product Summary

New Facility/Facilities:

Facility #	Product Type	Facility Authorization	Currency
1	Overdraft Lending Product - CDN or USD	\$200,000.00	CAD
2	BMO Corporate MasterCard	\$10,000.00	CAD

Your Product Details

Operating Demand Loan

Facility #1	
Facility Authorization:	\$200,000.00
Purpose:	Business financing
Interest Rate:	Prime Rate plus 1.50%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of 24/Aug/2018 is 3.70%.
Repayments:	Repayable on demand
Currency:	CAD
Facility Fee:	\$42.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for Business for other applicable fees.
Other Costs:	BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization. In the event the Advances under this Facility exceed the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.



Our Product Details (Cont'd)

Corporate Mastercard® MCBC

Facility #2	
Facility Authorization:	\$10,000.00
Purpose:	Business financing
Interest Rate:	As determined by Corporate Mastercard Agreement.
Repayments:	As determined by Corporate Mastercard Agreement.
Currency:	CAD
Facility Fee:	As determined by Corporate Mastercard Agreement.

[†] Mastercard is a registered trademark of Mastercard International Incorporated. Used under license.



Terms and Conditions

Conditions Precedent to Advances

BMO will not be required to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Receipt of satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the Loan and Security documentation by and against the Borrower and each Guarantor, if any.
2. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
3. Receipt of completed and signed Commercial Life Insurance Plan forms from the Borrower and/or Guarantors indicating acceptance or waiver of loan insurance.

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule D.

Security

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking.
2. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided.
3. \$210,000.00 Personal guarantee from MR GURBIR RANDHAWA .
4. \$210,000.00 Personal guarantee from MR JASKIRAT SINGH GILL .

Any other documents, instruments or agreements as may be required by BMO, acting reasonably.

Reporting Requirements

Annual	Accountant Prepared financial statements for the Borrower and Guarantor within 90 day of their year end.
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A \$50 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events.

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date.



Representations and Warranties

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule E. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Events of Default

Each of the events set out in Schedule F shall constitute an event of default in respect of this letter of agreement and each of the facilities. The inclusion of these events of default shall not in any way affect the right of BMO to make demand for payment at any time under any facility that is stated to be a demand facility.

Upon the occurrence of any Event of Default, in addition to any remedies available to BMO pursuant to the Security (i) BMO may accelerate the payment of principal and interest under, and cancel any undrawn portion of, any Facility and any Additional Facility, (ii) the ability of the Borrower to obtain further Advances under any Facility under this Letter of Agreement and any Additional Facility shall immediately terminate, (iii) BMO may, by written notice to the Borrower, declare the Advances outstanding under any Facility and any Additional Facility to be immediately due and payable, and (iv) BMO may review the pricing of any Facility or Additional Facility. The rights of BMO on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Letter of Agreement or any of the Facilities to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary Facility made available under this Letter of Agreement.

Other Fees

A one-time fee ("Fee") of \$500.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$500.

All fees payable under this Letter of Agreement shall be paid on the dates due, in immediately available funds, to BMO. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services

The Borrower shall maintain its bank accounts, solely with BMO.

Commercial Loan Insurance Plan

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Governing Law

Province or Territory of Ontario and the federal laws of Canada applicable therein.

Schedules

The following Schedules are attached to and form part of this Letter of Agreement:

- Schedule A - Definitions
- Schedule B - General Terms & Conditions
- Schedule C - Conditions Precedent to Advances
- Schedule D - Covenants
- Schedule E - Representations and Warranties
- Schedule F - Events of Default



Agreement and Consent

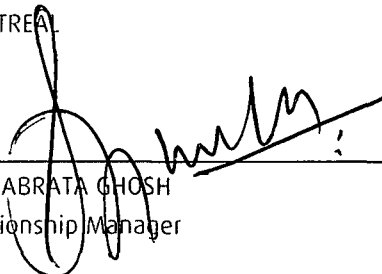
In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than September 28, 2018.

If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,

BANK OF MONTREAL

By: 
Name: SUBHABRATA GHOSH
Title: Relationship Manager

CUSTOMER ACCEPTANCE

Accepted and agreed to this 24 day of August, 2018.
(Day) (Month) (Year)

GT PARTS SERVE LTD.
(Name of Entity)

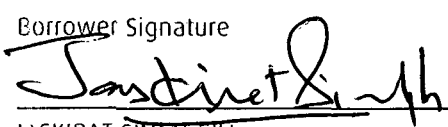
Borrower Signature


GURBIR RANDHAWA
Title:

Date

27th/AUG/2018

Borrower Signature


JASKIRAT SINGH GILL
Title:

Date

27/08/2018



Agreement and Consent (Cont'd)

Guarantor Signature

AIR GURBIR RANDHAWA

27/08/2018

Date

Witness Signature

Name:

SUBHABRATA CHOSH

27/08/2018

Date

Guarantor Signature

AIR JASKIRAT SINGH GILL

27/08/2018

Date

Witness Signature

Name:

SUBHABRATA CHOSH

27/08/2018

Date



Schedule A – Definitions

Advances

Each borrowing by the Borrower and any reference to the amount of Advances shall mean the aggregate principal amount of all outstanding Advances.

Business Day

Any day that is not a Saturday, Sunday or other day on which BMO is authorized or required by applicable law in the applicable Province or Territory to remain closed.

Overdraft Rate

The annual rate of interest established from time to time by BMO as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by BMO as the "Overdraft Rate".

Prime Rate

On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on Canadian dollar loans to commercial customers in Canada, and designated by BMO as its "Prime Rate".

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Schedule B - General Terms and Conditions

Assignment

This Letter of Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. The Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of BMO. BMO may assign all or part of its rights or obligations under this Letter of Agreement or in respect of any Facility or any Security to any person.

Confidentiality

The Borrower and each Guarantor agrees that, without the prior written consent of BMO, it shall not provide this Letter of Agreement to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not commercial lenders). The Borrower and each Guarantor consents to the release of information provided to BMO in connection with this Letter of Agreement and the Facilities to BMO Financial Group business groups, affiliates and subsidiaries for the purpose of assisting BMO in supporting the Borrower with its strategic plans.

Conflicts

All terms and conditions of BMO's usual and customary security documents and supporting documents shall be deemed to be incorporated in and form part of this commitment. In the event of any conflict or inconsistency between this Letter of Agreement and the terms of any security or supporting document given in connection with this Letter of Agreement, any Facility or the Security, the terms of the Security shall prevail.

Entire Agreement; Waivers; Severability; Amendments

This Letter of Agreement supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the Facilities contained in this Letter of Agreement. This Letter of Agreement does not, however, serve to operate as a novation. Additional Facilities may exist or be authorized by BMO for the Borrower and may be documented in other agreements that do not affect the rights and obligations of the Borrower under this Letter of Agreement. To the extent necessary, BMO reserves all of its rights in respect of any security that has previously been granted to secure the obligations with respect to the Facilities or Additional Facilities. The failure of BMO to require performance by the Borrower or any Guarantor of any provision of this Letter of Agreement shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by BMO of any breach of any covenant, condition or proviso of this Letter of Agreement be taken or held to be a waiver of any further breach of the same covenant, condition or proviso. If any provision of this Letter of Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Letter of Agreement shall continue in full force and effect. No change or modification of this Letter of Agreement is binding upon the parties unless it is in writing and signed by all parties.

Evidence of Debt

The Borrower acknowledges that the actual recording of the amount of any advance or repayment under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in the accounts of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under this Letter of Agreement; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with this Letter of Agreement shall not be affected by the failure of BMO to make such recording.

Expenses

All costs and expenses incurred by BMO in establishing, documenting and operating the Facilities (including, but not limited to, legal, appraisal and consulting fees and costs) and in connection with the enforcement of the loan documentation are for the account of the Borrower and the Borrower agrees to pay the same in full whether or not this transaction is completed as contemplated herein.

Increased Costs, Taxes, Risks, etc.

The Borrower will reimburse any costs BMO incurs in performing its obligations under the Facilities resulting from any change in law, including any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of BMO therewith, that has the effect of increasing the cost of funding to BMO or reducing the effective return on its capital. All



loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions. Upon the occurrence of any event which is deemed, in BMO's sole discretion, to increase risk to BMO in respect of any Facility, BMO may review the pricing of any Facility.

Indemnification

The Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or wilful misconduct.

Interest on Advances

Interest on Advances, including those subject to the Prime Rate and subject to US Base Rate, shall be calculated on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be.

Joint and Several

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

Judgment Currency

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

Language

It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Notice Provision

Any notice or other communication required or permitted to be given to a party under this Letter of Agreement shall be in writing and may be delivered personally or sent by mail to (i) the address for BMO provided on the first page of this Letter of Agreement, if sent to BMO, (ii) the address for the Borrower provided on the first page of this Letter of Agreement, if sent to the Borrower, and (iii) the address for a Guarantor contained in BMO's records, if sent to a Guarantor. A notice or other communication delivered personally shall be deemed received when delivered to the receiving party, if delivered on a Business Day, and on the next Business Day following otherwise, and a notice or other communication delivered by mail shall be deemed received on the fifth Business Day after sending.

Repayment Recognition

Any payments to be paid on a non-Business Day may, at BMO's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.



Review

BMO retains the right to review the Facilities at any time and at least annually.



Schedule C - Conditions Precedent to Advances

1. Evidence of corporate (or other) status and authority.
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents.
3. Completion of all facility documentation and account agreements and authorities, as applicable.
4. Compliance with all representations and warranties contained herein.
5. Compliance with all covenants (financial and non financial) contained herein.
6. No Event of Default (defined herein) shall have occurred and be continuing.
7. Compliance with all laws (including environmental).
8. Payment of all fees and expenses.
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates.
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence).
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
12. Satisfactory review of material contracts, as applicable.
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements.
14. Disclosure of all material contingent obligations.
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness.
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date.
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date.
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require.

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Schedule D – Covenants

1. Payment of all indebtedness due in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings).
4. Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws).
5. Compliance with all material agreements.
6. Maintenance of property and assets in good working condition.
7. Use of proceeds to be consistent with the approved purpose.
8. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis.
9. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
10. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO.
11. No liens or encumbrances on any assets except with the prior written consent of BMO.
12. No change of control or ownership without the prior written consent of BMO.
13. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
14. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
15. The Borrower will not, without the BMO's prior written consent, enter into any material lease or amend any material lease.
16. The Borrower will not, without the BMO's prior written consent, request or accept any prepayments of rent pursuant to any Lease except for the last month's rent.

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Schedule E – Representations and Warranties

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its obligations hereunder and thereunder.
2. It is in compliance with all applicable laws (including environmental laws) and its existing agreements.
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
6. There is no material litigation pending against it or, to its knowledge, threatened against or affecting it.
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes.
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations.
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.
11. It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

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Schedule F – Events of Default

1. Failure to pay any interest, principal, fees or other amounts due in connection with this Letter of Agreement or any of the Facilities.
2. Breach by the Borrower or any Guarantor of any covenant or agreement under or in connection with this Letter of Agreement or any of the Facilities.
3. The occurrence of an event of default under any document executed in connection with a Facility or any of the Security.
4. Inaccurate or false representations or warranties made by the Borrower or any Guarantor under or in connection with this Letter of Agreement.
5. The Letter of Agreement or any document executed in connection therewith or in connection with a Facility or the Security is repudiated by the Borrower or any Guarantor or is no longer in force and effect.
6. The Borrower or any Guarantor (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation.
7. A material adverse change occurs in the financial condition, business, property or prospects of the Borrower or any Guarantor, as determined by BMO.
8. Death of Borrower or any Guarantor, if such Borrower or Guarantor is an individual.
9. Change of ownership or control occurs without BMO's prior consent.
10. A material judgment is made against the Borrower or any Guarantor by any court of competent jurisdiction and such judgment is not either (i) actively and diligently appealed and execution thereof stayed, or (ii) paid or otherwise satisfied, in each case within 30 days of the rendering of such judgment.

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This is **Exhibit "C"** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of Jun, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19

May 15, 2019

Company Legal Name: GT PARTS SERVE LTD.
21 REGAN RD UNIT A
BRAMPTON ON L7A 1B2 CA

LETTER OF AGREEMENT

Bank of Montreal ("**BMO**") is pleased to advise that it has authorized the following credit facilities for GT PARTS SERVE LTD. (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement. Additional credit facilities ("**Additional Facilities**") are authorized or may be authorized pursuant to other agreements between the Borrower and BMO. Such Additional Facilities are in addition to and not in substitution for the Facilities under this Letter of Agreement.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

In this Letter of Agreement, certain capitalized terms are defined in Schedule A hereto. Please refer to Schedule A for the meaning of such terms.

Borrower(s): GT PARTS SERVE LTD.
(the "Borrower")

Guarantor(s): MR GURBIR RANDHAWA
MR JASKIRAT SINGH GILL
(the "Guarantor")

Total Facility Limit: The total approved amount of all Facilities shall not exceed \$500,000.00 at any time.



Your Product Summary

New Facility/Facilities:

Facility #	Product Type	Facility Authorization	Currency
1	Overdraft Lending Product - CDN or USD	\$480,000.00	CAD
2	BMO Corporate MasterCard	\$20,000.00	CAD

Your Product Details

Operating Demand Loan

Facility #1	
Facility Authorization:	\$480,000.00
Purpose:	Business financing
Interest Rate:	Prime Rate plus 1.90%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of 07/May/2019 is 3.95%.
Repayments:	Repayable on demand
Currency:	CAD
Facility Fee:	\$42.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for Business for other applicable fees.
Other Costs:	BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization. In the event the Advances under this Facility exceed the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.



Your Product Details (Cont'd)

Corporate Mastercard[®] MCBC

Facility #2	
Facility Authorization:	\$20,000.00
Purpose:	Business financing
Interest Rate:	As determined by Corporate Mastercard Agreement.
Repayments:	As determined by Corporate Mastercard Agreement.
Currency:	CAD
Facility Fee:	As determined by Corporate Mastercard Agreement.

[®] Mastercard is a registered trademark of Mastercard International Incorporated. Used under license.



Terms and Conditions

Conditions Precedent to Advances

BMO will not be required to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Receipt of satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the Loan and Security documentation by and against the Borrower and each Guarantor, if any.

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule D.

Security

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") (Applicable in the Province of Québec Only) providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking.
2. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided.
3. \$500,000.00 Personal guarantee from MR GURBIR RANDHAWA .
4. \$500,000.00 Personal guarantee from MR JASKIRAT SINGH GILL .

Any other documents, instruments or agreements as may be required by BMO, acting reasonably.

Reporting Requirements

Annual	Accountant prepared financial statements for the Borrower and Guarantor within 90 day of their year end.
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A \$50 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events.

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date.

Representations and Warranties

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule E. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.



Terms and Conditions (Cont'd)

Events of Default

Each of the events set out in Schedule F shall constitute an event of default in respect of this letter of agreement and each of the facilities. The inclusion of these events of default shall not in any way affect the right of BMO to make demand for payment at any time under any facility that is stated to be a demand facility.

Upon the occurrence of any Event of Default, in addition to any remedies available to BMO pursuant to the Security (i) BMO may accelerate the payment of principal and interest under, and cancel any undrawn portion of, any Facility and any Additional Facility, (ii) the ability of the Borrower to obtain further Advances under any Facility under this Letter of Agreement and any Additional Facility shall immediately terminate, (iii) BMO may, by written notice to the Borrower, declare the Advances outstanding under any Facility and any Additional Facility to be immediately due and payable, and (iv) BMO may review the pricing of any Facility or Additional Facility. The rights of BMO on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Letter of Agreement or any of the Facilities to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary Facility made available under this Letter of Agreement.

Other Fees

A one-time fee ("Fee") of \$500.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$650.

All fees payable under this Letter of Agreement shall be paid on the dates due, in immediately available funds, to BMO. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services

The Borrower shall maintain its bank accounts, solely with BMO. The Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Commercial Loan Insurance Plan

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Governing Law

Province or Territory of Ontario and the federal laws of Canada applicable therein.

Schedules

The following Schedules are attached to and form part of this Letter of Agreement:

Schedule A - Definitions

Schedule B - General Terms & Conditions

Schedule C - Conditions Precedent to Advances

Schedule D - Covenants

Schedule E - Representations and Warranties

Schedule F - Events of Default



Agreement and Consent

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than June 19, 2019.

If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,

BANK OF MONTREAL

By: [Signature]
Name: SUBHABRATA GHOSH
Title: Relationship Manager

CUSTOMER ACCEPTANCE
Accepted and agreed to this 15 day of 05, 2019
(Day) (Month) (Year)

GT PARTS SERVE LTD.
(Name of Entity)

Borrower Signature
[Signature]
GURBIR RANDHAWA
Title: PRESIDENT

15th MAY / 2019
Date

Borrower Signature
[Signature]
JASKIRAT SINGH GILL
Title: VICE PRESIDENT

05 / 15th / 2019
Date

Guarantor Signature
[Signature]
MR GURBIR RANDHAWA
Title: PRESIDENT

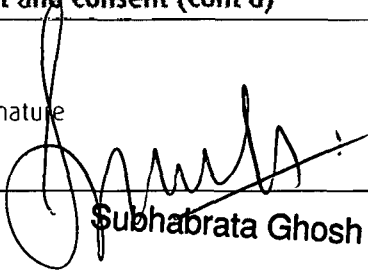
15th MAY / 2019
Date



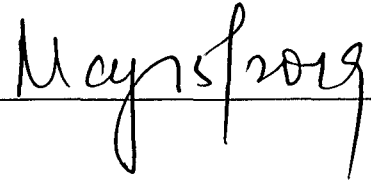
Agreement and Consent (Cont'd)

Witness Signature

Name:


Subhabrata Ghosh

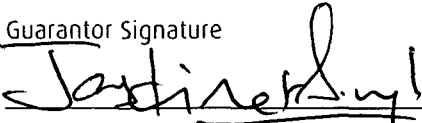
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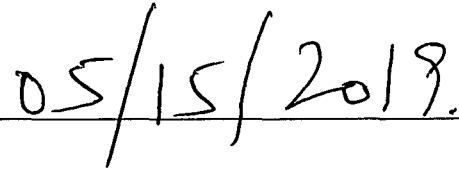
Guarantor Signature

MR JASKIRAT SINGH

Title:

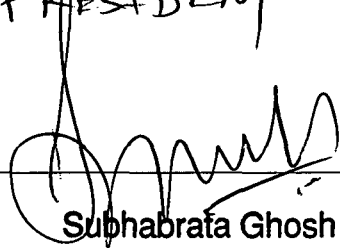

VICE PRESIDENT

Date

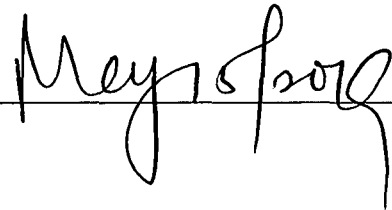


Witness Signature

Name:


Subhabrata Ghosh

Date





Schedule A - Definitions

Advances

Each borrowing by the Borrower and any reference to the amount of Advances shall mean the aggregate principal amount of all outstanding Advances.

Business Day

Any day that is not a Saturday, Sunday or other day on which BMO is authorized or required by applicable law in the applicable Province or Territory to remain closed.

Overdraft Rate

The annual rate of interest established from time to time by BMO as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by BMO as the "Overdraft Rate".

Prime Rate

On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on Canadian dollar loans to commercial customers in Canada, and designated by BMO as its "Prime Rate".

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Schedule B - General Terms and Conditions

Assignment

This Letter of Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. The Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of BMO. BMO may assign all or part of its rights or obligations under this Letter of Agreement or in respect of any Facility or any Security to any person.

Confidentiality

The Borrower and each Guarantor agrees that, without the prior written consent of BMO, it shall not provide this Letter of Agreement to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not commercial lenders). The Borrower and each Guarantor consents to the release of information provided to BMO in connection with this Letter of Agreement and the Facilities to BMO Financial Group business groups, affiliates and subsidiaries for the purpose of assisting BMO in supporting the Borrower with its strategic plans.

Conflicts

All terms and conditions of BMO's usual and customary security documents and supporting documents shall be deemed to be incorporated in and form part of this commitment. In the event of any conflict or inconsistency between this Letter of Agreement and the terms of any security or supporting document given in connection with this Letter of Agreement or, any Facility, the terms of this Letter of Agreement shall prevail.

Entire Agreement; Waivers; Severability; Amendments

This Letter of Agreement supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the Facilities contained in this Letter of Agreement. This Letter of Agreement does not, however, serve to operate as a novation. Additional Facilities may exist or be authorized by BMO for the Borrower and may be documented in other agreements that do not affect the rights and obligations of the Borrower under this Letter of Agreement. To the extent necessary, BMO reserves all of its rights in respect of any security that has previously been granted to secure the obligations with respect to the Facilities or Additional Facilities. The failure of BMO to require performance by the Borrower or any Guarantor of any provision of this Letter of Agreement shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by BMO of any breach of any covenant, condition or proviso of this Letter of Agreement be taken or held to be a waiver of any further breach of the same covenant, condition or proviso. If any provision of this Letter of Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Letter of Agreement shall continue in full force and effect. No change or modification of this Letter of Agreement is binding upon the parties unless it is in writing and signed by all parties.

Evidence of Debt

The Borrower acknowledges that the actual recording of the amount of any advance or repayment under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in the accounts of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under this Letter of Agreement; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with this Letter of Agreement shall not be affected by the failure of BMO to make such recording.

Expenses

All costs and expenses incurred by BMO in establishing, documenting and operating the Facilities (including, but not limited to, legal, appraisal and consulting fees and costs) and in connection with the enforcement of the loan documentation are for the account of the Borrower and the Borrower agrees to pay the same in full whether or not this transaction is completed as contemplated herein.

Increased Costs, Taxes, Risks, etc.

The Borrower will reimburse any costs BMO incurs in performing its obligations under the Facilities resulting from any change in law, including any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of BMO therewith, that has the effect of increasing the cost of funding to BMO or reducing the effective return on its capital. All



Schedules (Cont'd)

loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions. Upon the occurrence of any event which is deemed, in BMO's sole discretion, to increase risk to BMO in respect of any Facility, BMO may review the pricing of any Facility.

Indemnification

The Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or wilful misconduct.

Interest on Advances

Interest on Advances, including those subject to the Prime Rate, shall be calculated on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be.

Joint and Several

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

Judgment Currency

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

Language

It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Notice Provision

Any notice or other communication required or permitted to be given to a party under this Letter of Agreement shall be in writing and may be delivered personally or sent by mail to (i) the address for BMO provided on the first page of this Letter of Agreement, if sent to BMO, (ii) the address for the Borrower provided on the first page of this Letter of Agreement, if sent to the Borrower, and (iii) the address for a Guarantor contained in BMO's records, if sent to a Guarantor. A notice or other communication delivered personally shall be deemed received when delivered to the receiving party, if delivered on a Business Day, and on the next Business Day following otherwise, and a notice or other communication delivered by mail shall be deemed received on the fifth Business Day after sending.



Schedules (Cont'd)

Repayment Recognition

Any payments to be paid on a non-Business Day may, at BMO's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.

Review

BMO retains the right to review the Facilities at any time and at least annually.



Schedules (Cont'd)

Schedule C - Conditions Precedent to Advances

1. Evidence of corporate (or other) status and authority.
2. Completion of all facility documentation and account agreements and authorities, as applicable.
3. Compliance with all representations and warranties contained herein.
4. No Event of Default (defined herein) shall have occurred and be continuing.
5. Payment of all fees and expenses.
6. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates.
7. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence).
8. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
9. Disclosure of all material contingent obligations.
10. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date.
11. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date.
12. Any other document or action which BMO may reasonably require.
13. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents.
14. Compliance with all covenants (financial and non financial) contained herein.
15. Compliance with all laws (including environmental).
16. Satisfactory review of material contracts, as applicable.
17. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness.
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s).

[Back to Top C](#)



Schedule D – Covenants

1. Payment of all indebtedness due in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings).
4. Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws).
5. Compliance with all material agreements.
6. Maintenance of property and assets in good working condition.
7. Use of proceeds to be consistent with the approved purpose.
8. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis.
9. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
10. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO.
11. No change of control or ownership of the Borrower or any Guarantor without the prior written consent of BMO.
12. No liens or encumbrances on any assets except with the prior written consent of BMO.
13. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
14. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
15. The Borrower will not, without BMO's prior written consent, enter into any material lease or amend any material lease.
16. The Borrower will not, without BMO's prior written consent, request or accept any prepayments of rent pursuant to any Lease except for the last month's rent.

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Schedule E – Representations and Warranties

1. The Borrower and each Guarantor, as applicable, have the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its obligations hereunder and thereunder.
2. The Borrower and each Guarantor, as applicable, are in compliance with all applicable laws (including environmental laws) and its existing agreements.
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which the Borrower and each Guarantor, as applicable, are a party.
4. All factual information that has been provided to BMO by the Borrower and each Guarantor, as applicable, for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
6. There is no material litigation pending against it or, to its knowledge, threatened against or affecting the Borrower or any Guarantor.
7. The Borrower and each Guarantor, as applicable, have timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes.
8. The Borrower and each Guarantor, as applicable, have good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. The Borrower and each Guarantor, as applicable, maintain insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.
10. The Borrower and each Guarantor, as applicable, are not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.
11. It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations.

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Schedule F – Events of Default

1. Failure to pay any interest, principal, fees or other amounts due in connection with this Letter of Agreement or any of the Facilities.
2. Breach by the Borrower or any Guarantor of any covenant or agreement under or in connection with this Letter of Agreement or any of the Facilities.
3. The occurrence of an event of default under any document executed in connection with a Facility or any of the Security.
4. Inaccurate or false representations or warranties made by the Borrower or any Guarantor under or in connection with this Letter of Agreement.
5. The Letter of Agreement or any document executed in connection therewith or in connection with a Facility or the Security is repudiated by the Borrower or any Guarantor or is no longer in force and effect.
6. The Borrower or any Guarantor (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation.
7. A material adverse change occurs in the financial condition, business, property or prospects of the Borrower or any Guarantor as determined by BMO.
8. Death of Borrower or any Guarantor if such Borrower or Guarantor is an individual.
9. Change of ownership or control of the Borrower or any Guarantor occurs without BMO's prior consent.
10. A material judgment is made against the Borrower or any Guarantor by any court of competent jurisdiction and such judgment is not either (i) actively and diligently appealed and execution thereof stayed, or (ii) paid or otherwise satisfied, in each case within 30 days of the rendering of such judgment.

[Back to Top F](#)



This is **Exhibit “D”** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of June, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19

Letter of Agreement - Amendment



6605 Hurontario St, Suite 100,
Mississauga, ON L5T 0A4

LETTER OF AGREEMENT - AMENDMENT

GT PARTS SERVE LTD.
21 Regan Rd, Unit A
Brampton, Ontario L7A 1B2

Attention:

February 07, 2020

This letter (the "**Amending Letter**") is intended to set out certain amendments to the Letter of Agreement dated May 15, 2019 as amended by prior amending letters dated April 24, 2018] (including all Schedules thereto (the "**Letter of Agreement**") between Bank of Montreal ("**BMO**") and the Borrower named below.

GT PARTS SERVE LTD.

Unless defined in this Amending Letter, capitalized terms used in this Amending Letter are intended to have the meanings provided to those terms in the Letter of Agreement.

The Letter of Agreement is amended as follows:

Loan Type:	Operating Demand Loan
Renewal Amount:	\$700,000.0 CAD
Purpose:	Business Financing
Interest Rate:	Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of February 07, 2020 is 3.95%.
Repayments:	Repayable on demand
Facility Fee:	\$85.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.
Other Costs:	BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.

In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to

charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably

- 1. \$220,000.00 Personal guarantee from Gurbir Randhawa
 - 2. ~~\$220,000.00~~ Personal guarantee from Jaskirat Singh Gill
- Operating Loan Agreement with Availment in Canadian Dollars to be signed by Gurbir Randhawa and Jaskirat Singh Gill

Other Fees:

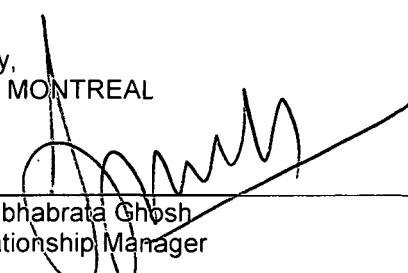
A one-time fee ("Fee") of \$ 750.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$900.00

All fees payable under this Letter of Agreement shall be paid on the dates due, in immediately available funds, to BMO. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Except to the extent amended by this Amending Letter, the Letter of Agreement remains in full force and effect, without novation. This Amending Letter supersedes and replaces all prior discussions and correspondence (if any) between the parties relating to the subject-matter hereof. Nothing in this Amending Letter is intended to waive or limit any of BMO's rights in respect of any Event of Default existing at the date of this Amending Letter, whether or not known to BMO.

Yours truly,
BANK OF MONTREAL

By: 
Name: Subhabrata Ghosh
Title: Relationship Manager

By their signature below, each Borrower and Guarantor acknowledge and agree to the amendments to the Letter of Agreement contained in this Amending Letter. Further, each Borrower and Guarantor reaffirm, acknowledge, covenant and confirm, to and in favour of BMO, the continued applicability, validity, enforceability and binding nature of the Letter of Agreement (as amended by this Amending Letter) and any documents delivered in connection with the Letter of Agreement (as amended by this Amending Letter), including, without limitation, any security and guarantees granted pursuant thereto, each of which shall continue to be valid, binding and enforceable and in no way altered, lessened, released or otherwise affected by this Amending Letter except as expressly stated in this Amending Letter.

This Amending Letter shall be read and construed with the Letter of Agreement and be treated as a part of the Letter of Agreement, and for such purpose and so far as may be necessary to effectuate the true intent of this Amending Letter, the Letter of Agreement is hereby amended.

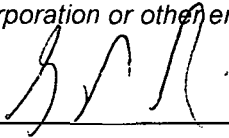
Each Borrower and Guarantor represents and warrants to BMO that ((a) does not apply to individuals):
(a) it is authorized to enter into this Amending Letter and that it has the full power and authority to do so,
(b) each of the representations and warranties contained in the Letter of Agreement is true and correct with the same force and effect as if made on the effective date of the amendments contained in this Amending Letter and (c) it/he/she is in compliance with each of the covenants and other terms and conditions set forth in the Letter of Agreement. Further, in the case of an individual Borrower and/or Guarantor, he/she represents and warrants to BMO that (i) he/she fully understands the provisions of this Amending Letter and his/her obligations, (ii) he/she has been afforded the opportunity to engage independent legal counsel to explain the purposes of this Amending Letter and his/her obligations and (iii) he/she has either engaged legal counsel or has decided, in his/her sole discretion, not to do so

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

BORROWER

GT PARTS SERVE LTD.

If signed by corporation or other entity (e.g. partnership):

Signature: 

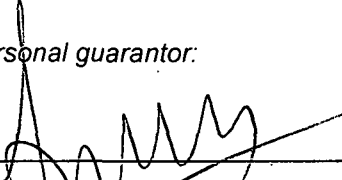
Name: GURBIR RANDHAWA

Title: DIRECTOR


GUARANTORS

GURBIR RANDHAWA

If signed by personal guarantor:

Witness: 

Name: Subhabrata Ghosh

Signature: 

Name: GURBIR RANDHAWA

JASKIRAT SINGH GILL

If signed by personal guarantor:

Witness: 

Name: Subhabrata Ghosh

Signature: 

Name: JASKIRAT SINGH

This is **Exhibit “E”** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of Jun, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19

Letter of Agreement – Amendment & Restatement



6605 Hurontario St, Suite 100,
Mississauga, ON L5T 0A4

November 17, 2020

GT PARTS SERVE LTD.
A-21 REGAN RD,
BRAMPTON, ONTARIO L7A 1B2

Attention: GURBIR RANDHAWA & JASKIRAT SINGH GILL

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal ("**BMO**") is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a "**Facility**" and collectively, the "**Facilities**") described herein. The letter (the "**Letter of Agreement**") amends and restates the existing Letter of Agreement dated August 24, 2018 as amended by prior amending letters dated May 15, 2019 & February 07, 2020 (the "**Prior Letter**"). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule D.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	GT PARTS SERVE LTD. (the "Borrower")
Guarantors:	JASKIRAT SINGH GILL GURBIR RANDHAWA (the "Guarantors")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$870,000.00 at any time.



Your Product Summary

Facility/ Facilities:

Facility No#	Product Type	Authorized Amount	Currency
1	Non-Revolving Facility - Shared limit/Multi-product/Multi-draw [New]	\$300,000.00	CAD
2	BMO Corporate MasterCard [Existing]	\$20,000.00	CAD
3	Overdraft Lending Product - CDN [Existing/New Limit]	\$550,000.00	CAD

Your Product Details

Non-Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility # 1 - New	
Facility Authorization:	\$300,000.00 CAD
Current Advanced Amount:	\$0.00 CAD
Available Amount:	\$300,000.00 CAD
Type of Loan:	Asset and capital financing for working capital
Purpose:	To pay & term out existing ODL balance Account # 3858-1986-173
Maximum Amortization:	48 months
Advance Options (each a "Loan" and collectively the "Loans")	Additional Details
Demand Loan Non Revolving	<p>Interest Rate: Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly. The BMO Bank of Montreal Prime Rate in effect as of November 17, 2020 is 2.45%.</p> <p>Repayment Terms: Repayable on demand, provided that until demand is made by BMO:</p> <p>Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.</p> <p>Prepayments of principal in whole or in part are permitted, without penalty</p>



Your Product Summary

	<p>Other:</p>								
<p>Fixed Rate Term Loan</p>	<p>Type of Loan: Closed Term Loan</p> <p>Interest Rate: To be determined at time of Advance. By way of reference only, the rate per annum in effect as of November 17, 2020 for the following 1-3 year term, borrower to choose from one of the following available terms and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.</p> <table border="0"> <thead> <tr> <th>Term:</th> <th>Rate:</th> </tr> </thead> <tbody> <tr> <td>1 year</td> <td>2.59%</td> </tr> <tr> <td>2 year</td> <td>2.65%</td> </tr> <tr> <td>✓ 3 year</td> <td>2.77%</td> </tr> </tbody> </table> <p style="margin-left: 150px;"><i>JS / AS</i></p> <p>Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.</p> <p>Repayment Terms: Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.</p> <p>The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.</p> <p>Prepayment Terms: Closed Term Loan - No prepayment is allowed, in whole or in part, prior to the maturity date.</p> <p>Maximum Term: 3.0 years</p> <p>Maturity Date: The last day of the month determined based on the term selected and the date of Advance.</p>	Term:	Rate:	1 year	2.59%	2 year	2.65%	✓ 3 year	2.77%
Term:	Rate:								
1 year	2.59%								
2 year	2.65%								
✓ 3 year	2.77%								
<p>Maximum Amortization:</p>	<p>48 months</p>								

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility. Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower. The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.



Your Product Summary

BMO Corporate MasterCard

Facility # 2 - Existing

Facility Authorization:	\$20,000.00 CAD
Type of Loan:	Corporate MasterCard SM
Purpose:	Operating Financing
Interest Rate:	As determined by Corporate MasterCard Agreement.
Repayments:	As determined by Corporate MasterCard Agreement.
Facility Fee:	As determined by Corporate MasterCard Agreement.

SM MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.

Overdraft Lending Product - CDN or USD

Facility # 3 - Existing

Facility Authorization:	\$550,000.00 CAD
Type of Loan:	Operating Demand Loan
Purpose:	Operating Financing for working capital needs
Interest Rate:	Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The BMO Bank of Montreal Prime Rate in effect as of November 17, 2020 is 2.45%.
Repayments:	Repayable on demand
Facility Fee:	\$42.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.
Other Costs:	<p>BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.</p> <p>In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.</p>



Terms and Conditions

Action Plan:

- Term out \$300,000 ODL with DLNR or FRTL (max 1-3 years) amortized over 4 years to reduce temporary excess authorized on Nov 05, 2020 and reduce ODL from \$850,000 to \$550,000
- To STEP down ODL limit as follows - To ensure authorization is within limits - No new excesses to be authorized.
- \$550,000 ODL limit until Jan 31, 2021 - ODL limit to be reduced to \$500,000 on Feb 01, 2021
- \$500,000 ODL limit until Mar 31, 2021 - ODL limit to be reduced to \$450,000 on Apr 01, 2021

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security Held:

1. \$895,000.00 Personal guarantee from GURBIR RANDHAWA
2. \$895,000.00 Personal guarantee from JASKIRAT SINGH GILL
3. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for CDN Accounts Receivable, Inventory, Machinery and Equipment
4. LF21 - Assign. of Moneys Which May Become Payable Under Fire Ins - BMO as First Loss Payee

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

Reporting Requirements:

Annual	Accountant prepared minimum Notice to Reader financial statements along with Corporate Notice of Assessment and Corporate Income Tax Return of the Borrower to be provided annually within 120 days of the fiscal year end. Updated personal net worth statement of all guarantors to be provided upon the Bank's request. Prompt notification of default notices, litigation and any other material events. Confirmation of fire insurance renewal with BMO as the First Loss Payee.
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Terms and Conditions

A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$500 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$ 900. All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.



Terms and Conditions

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Ontario and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances



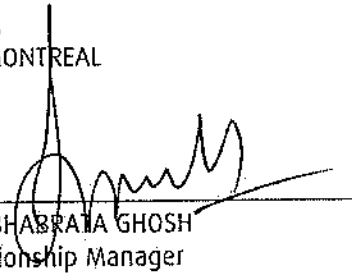
Agreement and Consent

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of February 07, 2020, without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than November 20, 2020. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities:

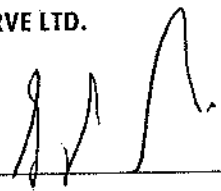
Yours truly,
BANK OF MONTREAL

By: 
Name: SUBHARRATA GHOSH
Title: Relationship Manager

Accepted and agreed to this 18 day of NOV, 2020
(Day) (Month) (Year)

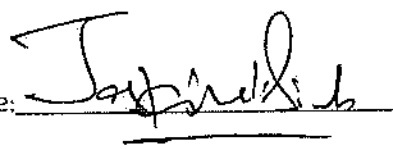
BORROWER

GT PARTS SERVE LTD.

Signature: 

Name: GURBIR RANDHAWA

Title: DIRECTOR

Signature: 

Name: JASKIRAT SINGH GILL

Title: DIRECTOR



Agreement and Consent

GUARANTORS:

GURBIR RANDHAWA

Witness: _____

Signature: _____

Name: **SUBHABRATA GHOSH**

Name: **GURBIR RANDHAWA**

JASKIRAT SINGH GILL

Witness: _____

Signature: _____

Name: **SUBHABRATA GHOSH**

Name: **JASKIRAT SINGH GILL**



SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.



SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.
2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.
11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.



SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.
2. Delivery of a duly executed copy of the Documentation.
3. Review of all necessary Approvals.
4. Review of all Material Contracts.
5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and "know your customer" requirements.
6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.
7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).
8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).
9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.
10. Confirmation that no Default shall have occurred or be continuing.
11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.
12. Any other document or action that BMO may reasonably require.



SCHEDULE D

DEFINITIONS

"Advance" means an advance, continuation or conversion (where applicable) of any loan or credit extended under this Agreement.

"Approvals" means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

"Credit Parties" means, collectively, the Borrower(s) and the Guarantor(s).

"Default" means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations or other provisions thereunder) under the applicable documentation (including the Documentation).

"Documentation" means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

"including" means including but without limitation.

"Laws" means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders and decrees applicable to a Credit Party, its business or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

"Litigation" means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

"Material Contracts" means any contract or agreement entered into by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time to the extent permitted under the Documentation.

"Material Adverse Effect" means a material adverse effect on (i) the business, assets, results of operations, prospects or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies or recourses of BMO under any of the Documentation.

"Obligations" means all debts, liabilities and obligations owed to BMO under or in connection with the Facilities, this Letter of Agreement or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses and other charges).



Schedules

"Prime Rate" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

"Taxes" means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions and related liabilities).

"US Base Rate" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.



This is **Exhibit "F"** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of June, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia M. Kibande
LSO#R39585, as per LSO corporate statement re COVID-19

Letter of Agreement – Amendment & Restatement



6605 Hurontario St, Suite 100,
Mississauga, ON L5T 0A4

May 12, 2021

GT Parts Serve Ltd.
A-21 Regan Rd,
Brampton, Ontario L7A 1B2

Attention: Gurbir Randhawa, Jaskirat Singh Gill, Samreet Bal

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal (“**BMO**”) is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a “**Facility**” and collectively, the “**Facilities**”) described herein. The letter (the “**Letter of Agreement**”) amends and restates the existing Letter of Agreement dated August 24, 2018 as amended by prior amending letters dated May 15, 2019, February 07, 2020 & November 17, 2020 (the “**Prior Letter**”). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule D.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO’s sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower: GT Parts Serve Ltd.
(the "Borrower")

Guarantors: Gurbir Randhawa
Jaskirat Singh Gill
Samreet Bal
(the "Guarantors")

Total Facility Limit: The total approved amount of all facilities shall not exceed \$840,249.60 at any time.



Your Product Summary

Facility/ Facilities:

Facility No#	Product Type	Authorized Amount	Currency
1	Non-Revolving Facility - Shared limit/Multi-product/Multi-draw	\$270,249.60	CAD
2	BMO Corporate MasterCard	\$20,000.00	CAD
3	Overdraft Lending Product - CDN or USD	\$550,000.00	CAD

Your Product Details

Non-Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility # 1 - Existing								
Facility Authorization:	\$270,249.60 CAD							
Current Advanced Amount:	\$270,249.60 CAD							
Available Amount:	\$0.00 CAD							
Type of Loan:	Asset and capital financing for working capital							
Purpose:	To assist with term out of ODL.							
Current Advances:	Product type	Account #	Current Balance	Payment Amount	Payment Type	Payment Frequency	Interest Rate	Maturity Date
	Fixed Rate Term Loan	3858-6981-216	\$270,249.60	\$6,609.85	Blended Payment	Monthly	2.77%	30-NOV-2023
Maximum Amortization:	43 months remaining							
Maximum Term:	31 months remaining							
Advance Options (each a "Loan" and collectively the "Loans")	Additional Details							



Your Product Summary

Fixed Rate Term Loan	<p>Type of Loan: Closed Term Loan</p> <p>Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.</p> <p>Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.</p> <p>The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.</p> <p>Prepayment Terms: Closed Term Loan - No prepayment is allowed, in whole or in part, prior to the maturity date.</p> <p>Maturity Date: The last day of the month determined based on the term selected and the date of Advance.</p>
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The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

BMO Corporate MasterCard

Facility # 2 - Existing	
Facility Authorization:	\$20,000.00 CAD
Type of Loan:	Corporate MasterCard ^{Â®*}
Purpose:	Operating Financing
Interest Rate:	As determined by Corporate MasterCard Agreement.
Repayments:	As determined by Corporate MasterCard Agreement.
Facility Fee:	As determined by Corporate MasterCard Agreement.
<small>Â®* MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.</small>	



Your Product Summary

Overdraft Lending Product - CDN or USD

Facility # 3 - Existing	
Facility Authorization:	\$550,000.00 CAD (Seasonal Bulge every year ongoing basis from May 1- Oct 31 every year Overdraft Limit of \$550,000 and from Nov 1 - April 30 every year Overdraft Limit of \$450,000 to help sales during summer months.)
Type of Loan:	Operating Demand Loan (ODL)
Purpose:	Operating Financing for working capital needs.
Interest Rate:	Prime Rate plus 3.50%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of May 12, 2021 is 2.45%.
Repayments:	Repayable on demand
Facility Fee:	\$60.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.
Other Costs:	BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization. In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.



Conditions Precedent to Advances:

BMO will not be required to make any Advance to the Borrower unless and until each of the following conditions and each of the additional conditions precedent set out in Schedule C have been met to the entire satisfaction of BMO (at its sole discretion):

Conditions Precedent to be Obtained:

1. Evidence of repayment of all indebtedness not otherwise permitted under this Agreement, as applicable.
2. Receipt of all notices, certificates, directions, forms or other Documentation required in connection with an Advance.
3. To confirm ownership structure is still showing 50% for Gurbir and 50% for Jaskirat prior to draw as per ownership attestation.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security Held:

1. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for CDN Accounts Receivable, Inventory/Warehouse Receipts for ABL, Machinery and Equipment
2. Assign. of Moneys Which May Become Payable Under Fire Ins – BMO as First Loss Payee

Security to be Obtained:

1. \$850,000.00 Joint & Several Personal guarantees from Jaskirat Singh Gill & Samreet Bal
2. \$850,000.00 Personal guarantee from Gurbir Randhawa

Security to be Released:

1. \$895,000.00 Personal guarantee from Jaskirat Singh Gill
2. \$895,000.00 Personal guarantee from Gurbir Randhawa

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:



Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

Reporting Requirements:

Annual	Accountant prepared minimum Notice to Reader financial statements along with Corporate Notice of Assessment and Corporate Income Tax Return of the Borrower to be provided annually within 120 days of the fiscal year end. Updated personal net worth statement of all guarantors to be provided upon the Bank's request. Prompt notification of default notices, litigation and any other material events. Confirmation of fire insurance renewal with BMO as the First Loss Payee.
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A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal, consulting, and registration fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$500 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.



Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$900. All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Ontario and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances



Agreement and Consent

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of November 17, 2020], without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than May 17, 2021]. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

E-SIGNED by SUBHABRATA GHOSH
on 2021-05-12 20:53:34 GMT

By: _____
Name: SUBHABRATA GHOSH
Title: Relationship Manager

Accepted and agreed to this 2021-05-12 day of _____, 20____
(Day) (Month) (Year)

BORROWER

GT PARTS SERVE LTD.

E-SIGNED by GURBIR RANDHAWA
Signature: _____ on 2021-05-12 21:10:38 GMT

Name: **GURBIR RANDHAWA**

Title: DIRECTOR

E-SIGNED by JASKIRAT GILL
Signature: _____ on 2021-05-13 23:35:55 GMT

Name: **JASKIRAT SINGH GILL**

Title: NO TITLE



GUARANTORS

GURBIR RANDHAWA

Signature: E-SIGNED by GURBIR RANDHAWA
on 2021-05-12 21:10:41 GMT

Name: GURBIR RANDHAWA

Witness Signature: E-SIGNED by SUBHABRATA GHOSH
on 2021-05-12 20:53:38 GMT

Witness Name: SUBHABRATA GHOSH

JASKIRAT SINGH GILL

Signature: E-SIGNED by JASKIRAT GILL
on 2021-05-13 23:36:17 GMT

Name: JASKIRAT SINGH GILL

Witness Signature: E-SIGNED by SUBHABRATA GHOSH
on 2021-05-12 20:53:42 GMT

Witness Name: SUBHABRATA GHOSH

SAMREET BAL

Signature: E-SIGNED by SAMREET BAL
on 2021-05-12 20:55:48 GMT

Name: SAMREET BAL

Witness Signature: E-SIGNED by SUBHABRATA GHOSH
on 2021-05-12 20:53:44 GMT

Witness Name: SUBHABRATA GHOSH



SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.



SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.
2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.
11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.



SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.
2. Delivery of a duly executed copy of the Documentation.
3. Review of all necessary Approvals.
4. Review of all Material Contracts.
5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and “know your customer” requirements.
6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.
7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, Litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).
8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).
9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.
10. Confirmation that no Default shall have occurred or be continuing.
11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.
12. Any other document or action that BMO may reasonably require.



SCHEDULE D

DEFINITIONS

“Advance” means an advance, continuation or conversion (where applicable) of any loan or credit extended under this Agreement.

“Approvals” means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

“Credit Parties” means, collectively, the Borrower(s) and the Guarantor(s).

“Default” means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations or other provisions thereunder) under the applicable documentation (including the Documentation).

“Documentation” means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

“including” means including but without limitation.

“Laws” means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders and decrees applicable to a Credit Party, its business or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

“Litigation” means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

“Material Contracts” means any contract or agreement entered into by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time to the extent permitted under the Documentation.

“Material Adverse Effect” means a material adverse effect on (i) the business, assets, results of operations, prospects or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies or recourses of BMO under any of the Documentation.

“Obligations” means all debts, liabilities and obligations owed to BMO under or in connection with the Facilities, this Letter of Agreement or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses and other charges).



Schedules

"Prime Rate" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

"Taxes" means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions and related liabilities).

"US Base Rate" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.



This is **Exhibit "G"** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37th
Day of June, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19

We're here to help.

About Your Business

Company Legal Name: GT PARTS SERVE LTD.

21 REGAN RD
FRAMPTON ON L7A 1B2 CA
Business: 905-846-6969

General Security Agreement

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Personal Property Security Act (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:

21 REGAN ROAD A
BRAMPTON ON L7A 1B2 CAN

2. The Debtor hereby:

- (a) Mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto;
- (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
- (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above;
- (d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom; and



- (e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.
3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.
 4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.
 5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.
 6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.
 7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other 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 and seasonably 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.



8. 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 lists of inventory and equipment and lists of accounts and accounts receivable 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 account.
9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:
- (a) the Debtor shall default under any of the Obligations;
 - (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
 - (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
 - (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;
 - (e) the Debtor shall cease to carry on business.
10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity, and may file 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 relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.



Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations 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.
12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.
13. The Bank may waive any default herein referred to; provided always 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 default or rights resulting therefrom.
14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.
15. The security hereof 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 Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.
16. 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 or any indebtedness or liability of the Debtor to the Bank.
17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.
18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.
19. The Debtor acknowledges receipt of a copy of this agreement.
20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. 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 depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.



Agreement and Consent

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on 27 day of Aug., 2018
(Day) (Month) (Year)

GT PARTS SERVE LTD.
(Name of Entity)

Authorized Signatory Signature

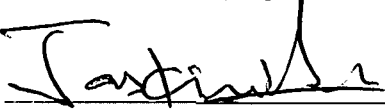


GURBIR RANDHAWA

Date

27/08/2018

Authorized Signatory Signature



JASKIRAT SINGH GILL

Date

27/08/2018

Corporate Authorizing Resolution

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."



Certificate

I am the Secretary of GT PARTS SERVE LTD. and I hereby certify that:

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 27 day of Aug. 2018
(Day) (Month) (Year)
2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and
3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

(or where applicable - the Company is subject to the *Business Corporations Act* of Ontario and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the *Business Corporations Act*).



Authorized Signatory

Name:

27/08/2018

Date:



This is **Exhibit “H”** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of June, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19

We're here to help.

About Your Business

Company Legal Name: GT PARTS SERVE LTD.
21 REGAN RD UNIT A
BRAMPTON ON L7A 1B2 CA
Business: 647-537-6410

General Security Agreement

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Personal Property Security Act (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:

341 GUELPH ST UNIT 3
GEORGETOWN ON L7G 4B6 CAN

21 REGAN RD UNIT A
BRAMPTON ON L7A 1B2 CAN

2. The Debtor hereby:
 - (a) Mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto;
 - (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above;
 - (d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom; and



- 6
- (e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.
3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.
 4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.
 5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.
 6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.
 7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other 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 and seasonably 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.



8. 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 lists of inventory and equipment and lists of accounts and accounts receivable 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 account.
9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:
- (a) the Debtor shall default under any of the Obligations;
 - (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
 - (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
 - (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;
 - (e) the Debtor shall cease to carry on business.
10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file 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 relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.



Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations 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.
12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.
13. The Bank may waive any default herein referred to; provided always 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 default or rights resulting therefrom.
14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.
15. The security hereof 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 Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.
16. 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 or any indebtedness or liability of the Debtor to the Bank.
17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.
18. This Security Agreement is a security agreement within the meaning of the *Personal Property Security Act (Ontario)* and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.
19. The Debtor acknowledges receipt of a copy of this agreement.
20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act (Ontario)*, unless the context otherwise requires. 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 depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.



Agreement and Consent

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on

17 day of 05, 2019
(Day) (Month) (Year)

GT PARTS SERVE LTD.
(Name of Entity)

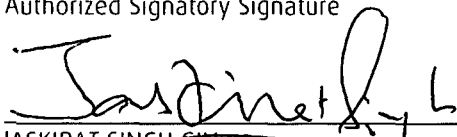
Authorized Signatory Signature



GURBIR RANDHAWA

05/17/2019
Date

Authorized Signatory Signature



JASKIRAT SINGH GILL

05/17/2019
Date

Corporate Authorizing Resolution

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."



Certificate

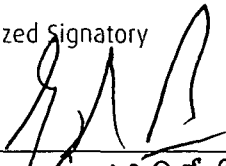
I am the Secretary of GT PARTS SERVE LTD. and I hereby certify that:

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 17 day of 05, 2019
(Day) (Month) (Year)
2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and
3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

(or where applicable - the Company is subject to the *Business Corporations Act* of Ontario and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the *Business Corporations Act*).



Authorized Signatory



Name:

GURBIR RANDHAWA

Date:

05/17/2019



This is **Exhibit "I"** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of June, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19

Enquiry Result

File Currency: 13JUN 2023



All Pages ▾

[Show All Pages](#)**Note: All pages have been returned.**

Type of Search	Business Debtor								
Search Conducted On	GT PARTS SERVE LTD								
File Currency	13JUN 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	743239746	1	3	1	9	30AUG 2030			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
743239746		001	1		20180830 1125 1532 0218	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	GT PARTS SERVE LTD.								
	Address				City	Province	Postal Code		
	21 REGAN RD UNIT A				BRAMPTON	ON	L7A 1B2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL/BANQUE DE MONTREAL								
	Address				City	Province	Postal Code		
	250 YONGE STREET				TORONTO	ON	M5B 2L7		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	LF 130 ONTARIO PERSONAL PROPERTY SECURITY ACT SECURITY AGREEMENT								

Registering Agent		Registering Agent		
		CSRS		
Address		City	Province	Postal Code
4126 NORLAND AVE		BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GT PARTS SERVE LTD				
File Currency	13JUN 2023				
	File Number	Family	of Families	Page	of Pages
	743239746	1	3	2	9

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20190517 1441 1530 3550	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	743239746		X	A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GT PARTS SERVE LTD.		

Other Change	Other Change

Reason / Description	Reason / Description
	ADD SAME DEBTOR WITH ADDITIONAL ADDRESS -
	341 GUELPH ST, GEORGETOWN, ON L7G 4B6

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	GT PARTS SERVE LTD.			
	Address	City	Province	Postal Code
	341 GUELPH ST	GEORGETOWN	ON	L7G 4B6

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description				
General Collateral Description				
Registering Agent				
Registering Agent or Secured Party/ Lien Claimant				
CANADIAN SECURITIES REGISTRATION SYSTEMS				
Address		City	Province	Postal Code
4126 NORLAND AVENUE		BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GT PARTS SERVE LTD				
File Currency	13JUN 2023				
	File Number	Family	of Families	Page	of Pages
	743239746	1	3	3	9

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20230608 0841 1532 7257	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	743239746			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GT PARTS SERVE LTD.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle	Amount	Date of Maturity or	No Fixed Maturity

						Included			Date
Motor Vehicle Description	Year	Make	Model					V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	D + H LIMITED PARTNERSHIP								
	Address				City		Province	Postal Code	
	2 ROBERT SPECK PARKWAY, 15TH FLOOR				MISSISSAUGA		ON	L4Z 1H8	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	GT PARTS SERVE LTD								
File Currency	13JUN 2023								
	File Number	Family	of Families	Page					of Pages
	743239746	1	3	4					9
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	1		20230614 1558 1092 6983				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required		Renewal Years	Correct Period		
	743239746			B RENEWAL		05			
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	GT PARTS SERVE LTD.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City		Province	Postal Code	
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								

	Address				City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	LIPMAN, ZENER AND WAXMAN PC - JASON SPETTER								
	Address				City		Province	Postal Code	
	100 SHEPPARD AVENUE EAST, SUITE 850				TORONTO		ON	M2N 6N5	

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	GT PARTS SERVE LTD									
File Currency	13JUN 2023									
	File Number	Family	of Families	Page					of Pages	
	743239746	1	3	5					9	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		001	1		20230614 1615 1092 6984					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required			Renewal Years	Correct Period		
	743239746			A AMNDMNT						
Reference Debtor/ Transferor	First Given Name			Initial	Surname					
	Business Debtor Name									
	GT PARTS SERVE LTD.									
Other Change	Other Change									
Reason / Description	Reason / Description									
	ADD ADDITIONAL DEBTOR									
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname				
	Business Debtor Name							Ontario Corporation Number		
	EXPRESS GT PARTS SERVE INC.									
	Address				City		Province	Postal Code		
	4 WARWICK WAY				BRAMPTON		ON	L7A 2X8		

Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	LIPMAN, ZENER AND WAXMAN PC - JASON SPETTER								
	Address				City		Province	Postal Code	
	100 SHEPPARD AVENUE EAST, SUITE 850				TORONTO		ON	M2N 6N5	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	GT PARTS SERVE LTD								
File Currency	13JUN 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	775774296	2	3	6	9	26AUG 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
775774296		001	1		20210826 0813 1532 9995	P PPSA	05		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	GT PARTS SERVE LTD.								
	Address			City	Province	Postal Code			
	21 REGAN ROAD			BRAMPTON	ON	L7P 1B2			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address				City	Province	Postal Code		

36 YORK MILLS ROAD, 4TH FLOOR					TORONTO	ON	M2P 0A4			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
		X	X	X	X					
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent									
	D + H LIMITED PARTNERSHIP									
	Address					City	Province	Postal Code		
	2 ROBERT SPECK PARKWAY, 15TH FLOOR					MISSISSAUGA	ON	L4Z 1H8		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	GT PARTS SERVE LTD								
File Currency	13JUN 2023								
	File Number	Family	of Families	Page	of Pages				
	775774296	2	3	7	9				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20230307 1704 1462 4599				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required		Renewal Years	Correct Period		
	775774296			A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	GT PARTS SERVE LTD.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMENDED TO INCLUDE MOTOR VEHICLE IN THE COLLATERAL CLASSIFICATION								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		

Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	AIRD & BERLIS LLP								
	Address				City		Province	Postal Code	
	181 BAY STREET, SUITE 1800, BOX# 754				TORONTO		ON	M5J2T9	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	GT PARTS SERVE LTD								
File Currency	13JUN 2023								
	File Number	Family	of Families	Page					of Pages
	775774296	2	3	8					9
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	1		20230309 1413 1793 2049				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required			Renewal Years	Correct Period	
	775774296			A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	GT PARTS SERVE LTD.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMENDED TO ADD AN ADDITIONAL DEBTOR								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			

Business Debtor Name		Ontario Corporation Number							
EXPRESS GT PARTS SERVE INC.									
Address		City	Province	Postal Code					
4 WARWICK WAY		BRAMPTON	ON	L7A2X8					
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
Address		City	Province	Postal Code					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	AIRD & BERLIS LLP								
Address		City	Province	Postal Code					
181 BAY STREET, SUITE 1800, BOX# 754		TORONTO	ON	M5J2T9					

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	GT PARTS SERVE LTD								
File Currency	13JUN 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	777988206	3	3	9	9	05NOV 2031			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
777988206		001	1		20211105 1108 1590 3151	P PPSA	10		
Individual Debtor	Date of Birth		First Given Name		Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	GT PARTS SERVE LTD.								
Address		City	Province	Postal Code					
21 REGAN ROAD, UNIT A		BRAMPTON	ON	L7A 1B2					
Individual Debtor	Date of Birth		First Given Name		Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
Address		City	Province	Postal Code					

Secured Party		Secured Party / Lien Claimant							
		UNI-SELECT CANADA INC.							
		Address			City		Province		Postal Code
		170, BOUL. INDUSTRIEL			BOUCHERVILLE		QC		J4B 2X3
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent		Registering Agent							
		UNI-SELECT CANADA INC.							
		Address			City		Province		Postal Code
		170 INDUSTRIAL BLVD			BOUCHERVILLE		QC		J4B 2X3

LAST PAGE

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This is **Exhibit “J”** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of June, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia M. Kibande
LSO#R39585, as per LSO corporate statement re COVID-19

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **GT PARTS SERVE LTD.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of Eight Hundred Fifty Thousand and 00/100 Dollars \$ 850,000.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that 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 abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate 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, and 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 in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always 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.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause
applies to
the Province
of Québec
only

Dated this 2021-05-12 day of _____, 20 .

GT PARTS SERVE LTD.

By: _____ E-SIGNED by GURBIR RANDHAWA
on 2021-05-12 21:10:49 GMT

Name: Gurbir Randhawa
Title: Director/Authorized Signatory

Witness Signature: _____ E-SIGNED by SUBHABRATA GHOSH
on 2021-05-12 20:54:04 GMT

Name: Subhabrata Ghosh

® Registered trade-marks of Bank of Montreal

This is **Exhibit “K”** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of Jun, 2023

A handwritten signature in blue ink that reads "Jagan Kibande". The signature is written in a cursive style with a large initial 'J'.

A commissioner for taking Affidavits Virtually
Commissioned by Virginia M. Kibande
LSO#R39585, as per LSO corporate statement re COVID-19

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **GT PARTS SERVE LTD.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of Eight Hundred Fifty Thousand and 00/100 Dollars \$ 850,000.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

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AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always 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.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause
applies to
the Province
of Québec
only

Dated this 2021-05-13 day of _____, 20 .

GT PARTS SERVE LTD.

E-SIGNED by JASKIRAT GILL
By: _____ on 2021-05-13 23:36:46 GMT
Name: Jaskirat Singh Gill
Title: No Title

E-SIGNED by SUBHABRATA GHOSH
Witness Signature: _____ on 2021-05-12 20:53:54 GMT
Name: Subhabrata Ghosh

E-SIGNED by SAMREET BAL
By: _____ on 2021-05-12 20:55:55 GMT
Name: Samreet Bal
Title: Director

E-SIGNED by SUBHABRATA GHOSH
Witness Signature: _____ on 2021-05-12 20:53:55 GMT
Name: Subhabrata Ghosh

® Registered trade-marks of Bank of Montreal

This is **Exhibit "L"** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of June, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19

Your branch address:

SUITE 100
6605 HURONTARIO STREET
MISSISSAUGA, ONTARIO L5T0A4

GT PARTS SERVE LTD.
21 REGAN RD UNIT A
BRAMPTON ON L7A 1B2

Business Banking



Your Branch

BMO FINANCIAL GROUP CENTRE
Transit number: 3858

For questions about your statement call
(905) 670-3445

Direct Banking

1-877-262-5907
www.bmo.com

Your Plan

Business Builder 3 Plan

Business Banking statement


For the period ending November 30, 2022

Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Nov 30, 2022
Business Account # 3858 1986-173	-546,535.52	42,235.36	29,868.44	-558,902.44

To prepare for Cyber Monday, make sure you visit [bmo.com/security](https://www.bmo.com/security) and learn about tips to keep you safe when cashing in on those deals.

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				
	Business name: GT PARTS SERVE LTD.			
Nov 01	Opening balance			-546,535.52
Nov 01	Pre-Authorized Payment, VAULT RLS/LOY	101.70		-546,637.22
Nov 01	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	285.00		-546,922.22
Nov 02	Pre-Authorized Payment, WEX CANADA MSP/DIV	6,895.17		-553,817.39
Nov 02	Cheque Returned NSF		6,895.17	-546,922.22
Nov 02	Returned Item Fee	48.00		-546,970.22
Nov 03	Debit Memo, BR.0808, ARREAR PAYMENT FOR, 3858-6981-216 30/10/2022	6,609.85		-553,580.07
Nov 04	Pre-Authorized Payment, SUNLIFE GROUP INS/ASS	273.21		-553,853.28
Nov 04	Pre-Authorized Payment, RAM TRACKING MSP/DIV	20.34		-553,873.62
Nov 04	Pre-Authorized Payment, LBC CAPITAL BUS/ENT	252.27		-554,125.89
Nov 04	Cheque Returned NSF		273.21	-553,852.68

continued



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				(continued)
Nov 04	Returned Item Fee	48.00		-553,900.68
Nov 04	Cheque Returned NSF		20.34	-553,880.34
Nov 04	Returned Item Fee	48.00		-553,928.34
Nov 04	Cheque Returned NSF		252.27	-553,676.07
Nov 04	Returned Item Fee	48.00		-553,724.07
Nov 07	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	161.37		-553,885.44
Nov 07	Cheque Returned NSF		161.37	-553,724.07
Nov 07	Returned Item Fee	48.00		-553,772.07
Nov 08	Pre-Authorized Payment, EBAY COMMERCE C MSP/DIV	56.38		-553,828.45
Nov 08	Cheque Returned NSF		56.38	-553,772.07
Nov 08	Returned Item Fee	48.00		-553,820.07
Nov 09	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	158.56		-553,978.63
Nov 09	Cheque Returned NSF		158.56	-553,820.07
Nov 09	Returned Item Fee	48.00		-553,868.07
Nov 14	Pre-Authorized Payment, PHMG CANADA INC MSP/DIV	978.90		-554,846.97
Nov 14	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	161.37		-555,008.34
Nov 14	Cheque Returned NSF		978.90	-554,029.44
Nov 14	Returned Item Fee	48.00		-554,077.44
Nov 14	Cheque Returned NSF		161.37	-553,916.07
Nov 14	Returned Item Fee	48.00		-553,964.07
Nov 15	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	31.00		-553,995.07
Nov 15	Pre-Authorized Payment, RAM TRACKING MSP/DIV	20.34		-554,015.41
Nov 15	Cheque Returned NSF		20.34	-553,995.07
Nov 15	Returned Item Fee	48.00		-554,043.07
Nov 16	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	158.56		-554,201.63
Nov 16	Cheque Returned NSF		158.56	-554,043.07
Nov 16	Returned Item Fee	48.00		-554,091.07
Nov 21	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	161.37		-554,252.44
Nov 21	Cheque Returned NSF		161.37	-554,091.07
Nov 21	Returned Item Fee	48.00		-554,139.07
Nov 24	Pre-Authorized Payment No Fee, BMO PAYMENT CBP/PFE	18,499.15		-572,638.22
Nov 24	Pre-Authorized Payment, RAM TRACKING MSP/DIV	20.34		-572,658.56
Nov 24	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	158.56		-572,817.12
Nov 24	Cheque Returned NSF		18,499.15	-554,317.97
Nov 24	Returned Item Fee	48.00		-554,365.97
Nov 24	Cheque Returned NSF		20.34	-554,345.63
Nov 24	Returned Item Fee	48.00		-554,393.63
Nov 24	Cheque Returned NSF		158.56	-554,235.07

continued

Business Banking statement

GT PARTS SERVE LTD.
For the period ending November 30, 2022

Business Banking



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				(continued)
Nov 24	Returned Item Fee	48.00		-554,283.07
Nov 25	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	161.37		-554,444.44
Nov 25	Cheque Returned NSF		161.37	-554,283.07
Nov 25	Returned Item Fee	48.00		-554,331.07
Nov 28	Cheque, NO.1286	1,572.62		-555,903.69
Nov 28	Cheque Returned NSF, NO. 1286		1,572.62	-554,331.07
Nov 28	Non Sufficient Funds Fee	48.00		-554,379.07
Nov 30	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	158.56		-554,537.63
Nov 30	Cheque Returned NSF		158.56	-554,379.07
Nov 30	Returned Item Fee	48.00		-554,427.07
Nov 30	Plan Fee	80.00		-554,507.07
Nov 30	Overdraft Fee, O/D FACILITY FEE	60.00		-554,567.07
Nov 30	Interest Paid	4,335.37		-558,902.44
Nov 30	Closing totals	42,235.36	29,868.44	

Number of items processed 43..... 18

Your branch address:

SUITE 100
6605 HURONTARIO STREET
MISSISSAUGA, ONTARIO L5T0A4

GT PARTS SERVE LTD.
21 REGAN RD UNIT A
BRAMPTON ON L7A 1B2

Business Banking



Your Branch

BMO FINANCIAL GROUP CENTRE
Transit number: 3858

For questions about your statement call
(905) 670-3445

Direct Banking

1-877-262-5907
www.bmo.com

Your Plan

Business Builder 3 Plan

Business Banking statement


For the period ending December 30, 2022

Summary of account

Account	Opening balance (\$)	- Total amounts debited (\$)	+ Total amounts credited (\$)	= Closing balance (\$) on Dec 30, 2022
Business Account # 3858 1986-173	-558,902.44	31,364.50	25,742.46	-564,524.48

Learn what you can do to stay safe this holiday season by visiting [bmo.com/security](https://www.bmo.com/security). Get the best gift of all; piece of mind.

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				
	 Business name: GT PARTS SERVE LTD.			
Dec 01	Opening balance			-558,902.44
Dec 01	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	285.00		-559,187.44
Dec 01	Pre-Authorized Payment, VAULT RLS/LOY	101.70		-559,289.14
Dec 01	Cheque Returned NSF		285.00	-559,004.14
Dec 01	Returned Item Fee	48.00		-559,052.14
Dec 01	Cheque Returned NSF		101.70	-558,950.44
Dec 01	Returned Item Fee	48.00		-558,998.44
Dec 02	Pre-Authorized Payment, WEX CANADA MSP/DIV	6,945.17		-565,943.61
Dec 02	Cheque Returned NSF		6,945.17	-558,998.44
Dec 02	Returned Item Fee	48.00		-559,046.44
Dec 05	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	161.37		-559,207.81
Dec 05	Pre-Authorized Payment, LBC CAPITAL BUS/ENT	252.27		-559,460.08

continued



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				(continued)
Dec 05	Cheque Returned NSF		161.37	-559,298.71
Dec 05	Returned Item Fee	48.00		-559,346.71
Dec 05	Cheque Returned NSF		252.27	-559,094.44
Dec 05	Returned Item Fee	48.00		-559,142.44
Dec 06	Pre-Authorized Payment, RAM TRACKING MSP/DIV	20.34		-559,162.78
Dec 06	Cheque Returned NSF		20.34	-559,142.44
Dec 06	Returned Item Fee	48.00		-559,190.44
Dec 07	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	285.00		-559,475.44
Dec 07	Cheque Returned NSF		285.00	-559,190.44
Dec 07	Returned Item Fee	48.00		-559,238.44
Dec 09	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	161.37		-559,399.81
Dec 09	Cheque Returned NSF		161.37	-559,238.44
Dec 09	Returned Item Fee	48.00		-559,286.44
Dec 14	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	31.00		-559,317.44
Dec 14	Cheque Returned NSF		31.00	-559,286.44
Dec 14	Returned Item Fee	48.00		-559,334.44
Dec 15	Pre-Authorized Payment, VAULT RLS/LOY	203.40		-559,537.84
Dec 15	Cheque Returned NSF		203.40	-559,334.44
Dec 15	Returned Item Fee	48.00		-559,382.44
Dec 16	Pre-Authorized Payment, RAM TRACKING MSP/DIV	20.34		-559,402.78
Dec 16	Cheque Returned NSF		20.34	-559,382.44
Dec 16	Returned Item Fee	48.00		-559,430.44
Dec 20	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	161.37		-559,591.81
Dec 20	Cheque Returned NSF		161.37	-559,430.44
Dec 20	Returned Item Fee	48.00		-559,478.44
Dec 28	Pre-Authorized Payment No Fee, BMO PAYMENT CBP/PFE	16,932.42		-576,410.86
Dec 28	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	161.37		-576,572.23
Dec 28	Cheque Returned NSF		16,932.42	-559,639.81
Dec 28	Returned Item Fee	48.00		-559,687.81
Dec 28	Cheque Returned NSF		161.37	-559,526.44
Dec 28	Returned Item Fee	48.00		-559,574.44
Dec 29	Pre-Authorized Payment, RAM TRACKING MSP/DIV	20.34		-559,594.78
Dec 29	Cheque Returned NSF		20.34	-559,574.44
Dec 29	Returned Item Fee	48.00		-559,622.44
Dec 30	Plan Fee	80.00		-559,702.44
Dec 30	Overdraft Fee, O/D FACILITY FEE	60.00		-559,762.44
Dec 30	Interest Paid	4,762.04		-564,524.48
Dec 30	Closing totals	31,364.50	25,742.46	

Number of items processed 33..... 15

Your branch address:

SUITE 100
6605 HURONTARIO STREET
MISSISSAUGA, ONTARIO L5T0A4

GT PARTS SERVE LTD.
21 REGAN RD A
BRAMPTON ON L7A 1B2

Business Banking



Your Branch

BMO FINANCIAL GROUP CENTRE
Transit number: 3858

For questions about your statement call
(905) 670-3445

Direct Banking

1-877-262-5907
www.bmo.com

Your Plan

Business Builder 3 Plan

Business Banking statement

For the period ending January 31, 2023


Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Jan 31, 2023
Business Account # 3858 1986-173	-564,524.48	23,566.69	18,253.38	-569,837.79

Security Tips

Data Privacy Day is **January 28**. Never post your birthday or personal information on social media sites. This information can be used to target you. For more security tips, visit bmo.com/security.

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				
	Business name: GT PARTS SERVE LTD.			
Dec 31	Opening balance			-564,524.48
Jan 03	Pre-Authorized Payment, VAULT RLS/LOY	101.70		-564,626.18
Jan 03	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	285.00		-564,911.18
Jan 03	Cheque Returned NSF		101.70	-564,809.48
Jan 03	Returned Item Fee	48.00		-564,857.48
Jan 03	Cheque Returned NSF		285.00	-564,572.48
Jan 03	Returned Item Fee	48.00		-564,620.48
Jan 04	Pre-Authorized Payment, LBC CAPITAL BUS/ENT	252.27		-564,872.75
Jan 04	Cheque Returned NSF		252.27	-564,620.48
Jan 04	Returned Item Fee	48.00		-564,668.48
Jan 05	Pre-Authorized Payment, RAM TRACKING MSP/DIV	20.34		-564,688.82
Jan 05	Cheque Returned NSF		20.34	-564,668.48

continued



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				(continued)
Jan 05	Returned Item Fee	48.00		-564,716.48
Jan 09	Pre-Authorized Payment, NISSAN FINANCE MSP/DIV	285.00		-565,001.48
Jan 09	Cheque Returned NSF		285.00	-564,716.48
Jan 09	Returned Item Fee	48.00		-564,764.48
Jan 16	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	31.00		-564,795.48
Jan 17	Pre-Authorized Payment, RAM TRACKING MSP/DIV	20.34		-564,815.82
Jan 17	Returned Item Funds Not Clear, BR.0072		20.34	-564,795.48
Jan 18	Returned Item Funds Not Clear, BR.0390		31.00	-564,764.48
Jan 24	Pre-Authorized Payment No Fee, BMO PAYMENT CBP/PFE	17,257.73		-582,022.21
Jan 24	Returned Item Funds Not Clear, BR.0390		17,257.73	-564,764.48
Jan 31	Plan Fee	80.00		-564,844.48
Jan 31	Overdraft Fee, O/D FACILITY FEE	60.00		-564,904.48
Jan 31	Interest Paid	4,933.31		-569,837.79
Jan 31	Closing totals	23,566.69	18,253.38	
Number of items processed		16.....	8	

Your branch address:

SUITE 100
6605 HURONTARIO STREET
MISSISSAUGA, ONTARIO L5T0A4

**GT PARTS SERVE LTD.
21 REGAN RD A
BRAMPTON ON L7A 1B2**

Business Banking



Your Branch

BMO FINANCIAL GROUP CENTRE
Transit number: 3858

For questions about your statement call
(905) 670-3445

Direct Banking

1-877-262-5907
www.bmo.com

Your Plan

Business Builder 3 Plan

Business Banking statement


For the period ending February 28, 2023

Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Feb 28, 2023
Business Account # 3858 1986-173	-569,837.79	6,943.86	2,131.94	-574,649.71

Avoid romance scams. Criminals adopt a fake identity to gain affection and trust and then manipulate or steal from victims. For more security tips - including an article on Romance scams - visit bmo.com/security

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				
	Business name: GT PARTS SERVE LTD.			
Feb 01	Opening balance			-569,837.79
Feb 01	Pre-Authorized Payment, VAULT RLS/LOY	101.70		-569,939.49
Feb 01	Cheque Returned NSF		101.70	-569,837.79
Feb 01	Returned Item Fee	48.00		-569,885.79
Feb 06	Pre-Authorized Payment, RAM TRACKING MSP/DIV	20.34		-569,906.13
Feb 06	Returned Item Funds Not Clear, BR.0072		20.34	-569,885.79
Feb 13	Pre-Authorized Payment, CRE REN FEE FEE/FRA	1,000.00		-570,885.79
Feb 13	Returned Item Funds Not Clear		1,000.00	-569,885.79
Feb 14	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	31.00		-569,916.79
Feb 14	Returned Item Funds Not Clear		31.00	-569,885.79

continued



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				(continued)
Feb 17	Pre-Authorized Payment, PHMG CANADA INC MSP/DIV	978.90		-570,864.69
Feb 17	Returned Item Funds Not Clear, BR.0072		978.90	-569,885.79
Feb 28	Plan Fee	80.00		-569,965.79
Feb 28	Overdraft Fee, O/D FACILITY FEE	60.00		-570,025.79
Feb 28	Interest Paid	4,623.92		-574,649.71
Feb 28	Closing totals	6,943.86	2,131.94	
Number of items processed		9.....	5	

Your branch address:

SUITE 100
6605 HURONTARIO STREET
MISSISSAUGA, ONTARIO L5T0A4

GT PARTS SERVE LTD.
21 REGAN RD A
BRAMPTON ON L7A 1B2

Business Banking



Your Branch

BMO FINANCIAL GROUP CENTRE
Transit number: 3858

For questions about your statement call
(905) 670-3445

Direct Banking
1-877-262-5907
www.bmo.com

Your Plan
eBusiness Plan

Business Banking statement


For the period ending March 31, 2023

Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Mar 31, 2023
Business Account # 3858 1986-173	-574,649.71	441.00	575,090.71	0.00

March is Fraud Prevention Month. Are you up to date on the latest scams? Check out our Security Alerts page for a listing of the latest scams and ways to stay protected. bmo.com/security

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				
 Business name: GT PARTS SERVE LTD.				
Mar 01	Opening balance			-574,649.71
Mar 01	Pre-Authorized Payment, VAULT RLS/LOY	101.70		-574,751.41
Mar 01	Service Charge Adjustment, REV NSF FEES, OCT2022 TO JAN2023		820.00	-573,931.41
Mar 01	Service Charge Adjustment, REV NSF FEES, OCT2022 TO JAN2023		240.00	-573,691.41
Mar 01	Service Charge Adjustment, REV PLAN FEES, OCT2022 TO JAN2023		320.00	-573,371.41
Mar 02	Credit, TR INT TO 3858-6971448, OCT22 TO FEB2023		23,265.71	-550,105.70
Mar 02	Returned Item Funds Not Clear		101.70	-550,004.00
Mar 02	Credit, TRANSFER TO NAL		550,000.00	-4.00
Mar 02	Credit, REV OPTIC FEE, AND OTHER SC		9.00	5.00

continued



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 3858 1986-173				(continued)
Mar 02	Transfer, 3858-6971-413	167.15		-162.15
Mar 02	Credit, BR.0390, REV TRANSFER		167.15	5.00
Mar 02	Transfer, 3858-6971-448		167.15	172.15
Mar 02	Overdraft Per Item Fee	5.00		167.15
Mar 02	Interest Paid	167.15		0.00
Mar 31	Closing totals	441.00	575,090.71	
Number of items processed		4.....	9.....	

Business Banking statement

GT PARTS SERVE LTD.
For the period ending March 31, 2023

Business Banking



2023 Trustee Notification and Collection of Beneficiary Information by April 30, 2023

Bank of Montreal, Bank of Montreal Mortgage Corporation, and BMO Trust Company (collectively "BMO") are proud members of Canada Deposit Insurance Corporation (CDIC) and as such are required to annually remind trustee depositors to provide us with updated beneficiary information ensuring strong CDIC deposit insurance protection. For more information, please see <https://www.cdic.ca/financial-community/for-trustees/for-professional-trustees/timeline/>

If you are a Trustee who holds deposits for others, you have certain obligations you must meet to help ensure that those deposits continue to be protected by CDIC for up to \$100,000 per beneficiary.

You must:

- Confirm that the deposit is held in trust;
- Provide the full name of each trustee of the deposit, and the address of at least one trustee;
- Provide the full name and address of each beneficiary of the deposit account that you hold in trust for them; and
- If there is more than one beneficiary to the deposit account, provide the interest of each beneficiary in the funds held in the trust account, as a percentage of the trust

The required information as above, must be provided to us by April 30, 2023.

You may do so by visiting the closest BMO branch location or calling your branch or Relationship Manager.

If you do not provide us with the required information and keep it up-to-date, the deposits that you hold in trust for others may not receive CDIC deposit insurance protection up to \$100,000 per beneficiary. CDIC relies on the latest information on our records to protect your deposits.

For more information on the responsibilities of trustee depositors, please visit: <https://www.cdic.ca/financial-community/for-trustees/>

Please note that certain Trustees who hold or place deposits in their professional capacity may qualify as a Professional Trustee for the purposes of CDIC's deposit insurance protection.

For more information on how to determine if you are a Professional Trustee, and if the Professional Trustee framework is right for you, please visit:

<https://www.cdic.ca/financial-community/for-trustees/for-professional-trustees>

If you already have one or more trust accounts designated as Professional Trustee (PTA) with BMO, to ensure your PTAs retain their designation, you are required to provide us with an annual attestation which indicates that you continue to qualify as a Professional Trustee and includes any updates to your contact information by **April 30, 2023**.

To assist you, we provide the CDIC Professional Trustee Account Attestation on https://www.bmo.com/pdfs/template-professional-trustee-account-attestation_en.pdf

Additional information can also be found on [bmo.com/cdic](https://www.bmo.com/cdic)

Please complete and return to your branch or Relationship Manager by April 30, 2023.

Please note that if you do not provide us with a completed attestation by April 30, 2023, your PTAs will lose their designation. For trust accounts not designated PTAs you will need to provide to BMO, on an ongoing basis, up-to-date trustee and beneficiary information related to each of your accounts. CDIC will rely on the latest information on our records to determine deposit insurance protection.

To advise us whether your status as a Professional Trustee has changed, or if you have questions about how your deposits are held and the required form, please contact your branch or Relationship Manager.

This is **Exhibit “M”** referred to
in the Affidavit of Tina Swanson
Sworn before me this 37
Day of June, 2023



A commissioner for taking Affidavits Virtually
Commissioned by Virginia's Judicial System
LSO#R39585, as per LSO corporate statement re COVID-19



March 27, 2023

BY REGISTERED MAIL AND BY REGULAR MAIL

PERSONAL & CONFIDENTIAL

GT Parts Serve Ltd.

341 Guelph St, Unit 3
Georgetown, Ontario L7G 4B6

Attention: Gurbir Randhawa, Director

GT Parts Serve Ltd.

21 Regan Rd., Unit A
Brampton, Ontario L7A 1B2

Attention: Gurbir Randhawa, Director

**Re: GT Parts Serve Ltd. (the “Borrower”)
and Bank of Montreal (the “Bank”)**

We are lawyers for the Bank and confirm that the Borrower is indebted to the Bank pursuant to a Letter of Agreement – Amendment & Restatement dated May 12, 2021 provided by the Bank to the Borrower as hereinafter indicated:

Loan No. 1	Overdraft Lending Facility		
	Principal amount outstanding	\$ 550,000.00	
	as of the close of business March 27, 2023		
	Accrued and unpaid interest for		
	the period up to and including March 27, 2023	\$ 27,579.64	
	Sub-Total:		\$577,579.64

Interest continuing to accrue based on the current prime rate of interest of 6.70% plus 3.50% per annum at \$153.70 per diem based on the current principal amount outstanding until the date of receipt of payment or judgment.

Loan No. 2	MasterCard Facility		
	Principal amount outstanding	\$ 17,494.74	
	as of the close of business March 27, 2023		
	Accrued and unpaid interest for		
	the period up to and including March 27, 2023	\$ 261.71	
	Sub-Total:		\$17,756.45

Interest continuing to accrue based on the current rate of interest of 21.00% per annum at \$10.07 per diem based on the current principal amount outstanding until the date of receipt of payment or judgment.

Loan No. 3	Non-Revolving Loan		
Principal amount outstanding		\$ 167,026.30	
as of the close of business March 27, 2023			
Accrued and unpaid interest for			
the period up to and including March 27, 2023		<u>\$ 1,878.76</u>	
	Sub-Total:		\$168,905.06

Interest continuing to accrue based on the current rate of interest of 2.77% per annum at \$12.68 per diem based on the current principal amount outstanding until the date of receipt of payment or judgment.

TOTAL: **\$764,241.14**

As you are in default of your payment obligations to and/or your covenants with the Bank, as authorized agents of the Bank, we hereby demand repayment in full of the foregoing indebtedness totalling \$764,241.14 with respect to the said Loans, plus all legal fees and disbursements incurred by the Bank due to the said default, up to and including the date of payment. Please be advised if we are not in receipt of payment in full of the foregoing amount, including interest accrued up to and including the date of receipt of payment on or before the close of business April 11, 2023 (the "Demand Date") we have instructions from the Bank to commence whatever legal proceedings we deem necessary in order to recover the full amount of the indebtedness due and owing by the Borrower to the Bank and to enforce all security held by the Bank for the obligations of the Borrower to the Bank as contemplated in the enclosed Notice of Intention to Enforce Security.

Please be advised that we are simultaneously making demand upon the guarantors of the obligations of the Borrower to the Bank.

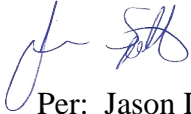
Please be advised the time frame indicated in this demand is without prejudice to the Bank terminating its relationship with the Borrower if at any time between the date hereof and the Demand Date the Borrower commits an event of default pursuant to any agreement entered into by the Borrower with the Bank or the Borrower conducts itself in such a manner as to cause the Bank to feel insecure with respect to the security position held by the Bank for the indebtedness due and owing by the Borrower to the Bank.

If the foregoing amounts fluctuate for any reason whatsoever between the date hereof and the date of payment of the indebtedness of the Borrower to the Bank, please consider this demand effective with respect to whatever the balance of principal plus accrued and unpaid interest may be at any time between the date hereof and the Demand Date and if not paid on or before the Demand Date, be considered a demand for the balance due and owing as of the Demand Date.

Please find enclosed a Notice of Intention to Enforce Security served upon you pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Yours very truly,

LIPMAN, ZENER & WAXMAN PC



Per: Jason D. Spetter
JDS/nm
Encl.

c. guarantors
c. client

FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(SUBSECTION 244(1))

TO: **GT PARTS SERVE LTD.**, an insolvent person

TAKE NOTICE THAT:

1. **BANK OF MONTREAL**, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - (i) All assets including leasehold improvements, personal property, accounts receivable, inventory, equipment, goodwill and intangibles of the insolvent person wherever located including those assets located at 341 Guelph Street, Unit 3, Georgetown, Ontario L7G 4B6 and/or 21 Regan Road, Unit A, Brampton, Ontario L7A 1B2.
2. The security that is to be enforced is comprised of a General Security Agreement, executed and delivered by the insolvent person in favour of Bank of Montreal dated May 17, 2019.
3. The total amount of the indebtedness secured by the security is \$764,241.14, including principal and interest as of March 27, 2023, together with interest and costs continuing to accrue.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 27th day of March, 2023.

BANK OF MONTREAL
by its authorized agent herein
LIPMAN, ZENER & WAXMAN PC

Per: 

JASON D. SPETTER

This Notice is a required document under the *Bankruptcy & Insolvency Act* ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing in it shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

Our File No. 69565

March 27, 2023

BY REGISTERED MAIL AND BY REGULAR MAIL

PERSONAL & CONFIDENTIAL

Gurbir Randhawa also known as Gurbir Singh Randhawa

4 Warwick Way
Brampton, Ontario L7A 2X8

**Re: GT Parts Serve Ltd. (the “Borrower”)
and Bank of Montreal (the “Bank”)**

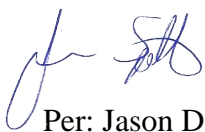
We are lawyers for the Bank and confirm that you, Jaskirat Singh Gill and Samreet Bal (the “Co-Guarantors”) have jointly and severally guaranteed the obligations of the Borrower to the Bank pursuant to a guarantee dated May 12, 2021, limited to the amount of \$850,000.00 with respect to the Loans.

Please find enclosed a copy of a letter demanding repayment from the Borrower of its indebtedness to the Bank together with a copy of the Notice of Intention to Enforce Security which was served upon the Borrower.

Pursuant to the Guarantee executed by you jointly and severally with the Co-Guarantors, we hereby demand payment from you of \$764,241.14 on account of the monies due and owing by the Borrower to the Bank, plus interest accruing thereon pursuant to the terms of the said guarantee at the Bank’s prime rate of interest plus 3.00% per annum, calculated from the date hereof until the date of receipt of payment or judgment.

Please be advised if we are not in receipt of payment in full of the said indebtedness of the Borrower to the Bank as demanded from the Borrower or payment from you of your obligations pursuant to the said guarantee on or before the close of business April 11, 2023, we have instructions to commence whatever legal proceedings we deem necessary in order to recover the said monies demanded herein plus interest from the date of demand from you as a guarantor of the obligations of the Borrower to the Bank.

Yours very truly,
LIPMAN, ZENER & WAXMAN PC



Per: Jason D. Spetter
JDS/nm
Encl.
c. client

Our File No. 69565

March 27, 2023

BY REGISTERED MAIL AND BY REGULAR MAIL

PERSONAL & CONFIDENTIAL

Samreet Bal

390 Remembrance Road
Brampton, Ontario L7A 4X9

**Re: GT Parts Serve Ltd. (the “Borrower”)
and Bank of Montreal (the “Bank”)**

We are lawyers for the Bank and confirm that you, Gurbir Randhawa and Jaskirat Singh Gill (the “Co-Guarantors”) have jointly and severally guaranteed the obligations of the Borrower to the Bank pursuant to a guarantee dated May 12, 2021, limited to the amount of \$850,000.00 with respect to the Loans.

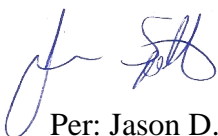
Please find enclosed a copy of a letter demanding repayment from the Borrower of its indebtedness to the Bank together with a copy of the Notice of Intention to Enforce Security which was served upon the Borrower.

Pursuant to the Guarantee executed by you jointly and severally with the Co-Guarantors, we hereby demand payment from you of \$764,241.14 on account of the monies due and owing by the Borrower to the Bank, plus interest accruing thereon pursuant to the terms of the said guarantee at the Bank’s prime rate of interest plus 3.00% per annum, calculated from the date hereof until the date of receipt of payment or judgment.

Please be advised if we are not in receipt of payment in full of the said indebtedness of the Borrower to the Bank as demanded from the Borrower or payment from you of your obligations pursuant to the said guarantee on or before the close of business April 11, 2023, we have instructions to commence whatever legal proceedings we deem necessary in order to recover the said monies demanded herein plus interest from the date of demand from you as a guarantor of the obligations of the Borrower to the Bank.

Yours very truly,

LIPMAN, ZENER & WAXMAN PC



Per: Jason D. Spetter

JDS/nm

Encl.

c. client

Our File No. 69565

March 27, 2023

BY REGISTERED MAIL AND BY REGULAR MAIL

PERSONAL & CONFIDENTIAL

Jaskirat Singh Gill

390 Remembrance Road
Brampton, Ontario L7A 4X9

**Re: GT Parts Serve Ltd. (the “Borrower”)
and Bank of Montreal (the “Bank”)**

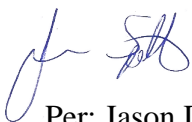
We are lawyers for the Bank and confirm that you, Gurbir Randhawa and Samreet Bal (the “Co-Guarantors”) have jointly and severally guaranteed the obligations of the Borrower to the Bank pursuant to a guarantee dated May 12, 2021, limited to the amount of \$850,000.00 with respect to the Loans.

Please find enclosed a copy of a letter demanding repayment from the Borrower of its indebtedness to the Bank together with a copy of the Notice of Intention to Enforce Security which was served upon the Borrower.

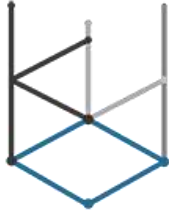
Pursuant to the Guarantee executed by you jointly and severally with the Co-Guarantors, we hereby demand payment from you of \$764,241.14 on account of the monies due and owing by the Borrower to the Bank, plus interest accruing thereon pursuant to the terms of the said guarantee at the Bank’s prime rate of interest plus 3.00% per annum, calculated from the date hereof until the date of receipt of payment or judgment.

Please be advised if we are not in receipt of payment in full of the said indebtedness of the Borrower to the Bank as demanded from the Borrower or payment from you of your obligations pursuant to the said guarantee on or before the close of business April 11, 2023, we have instructions to commence whatever legal proceedings we deem necessary in order to recover the said monies demanded herein plus interest from the date of demand from you as a guarantor of the obligations of the Borrower to the Bank.

Yours very truly,
LIPMAN, ZENER & WAXMAN PC



Per: Jason D. Spetter
JDS/nm
Encl.
c. client



Kesarwani Law Office

May 19, 2023

VIA ELECTRONIC MAIL

LIPMAN, ZENER & WAXMAN PC
100 Sheppard Avenue East, Suite 850
Toronto, Ontario
M2N 6N5

Attn: Jason D. Spetter

Dear Mr. Spetter

Re: GT Parts Serve Ltd. and Bank of Montreal
Your File No.: 69565
Our File No.: 4618-23

We write on behalf of Samreet Bal and Jaskirat Gill in respect of the above-mentioned matter.

[REDACTED]

At the time of entering into the Loan Agreement(s) with Bank of Montreal, Gurbir Randhawa and Mr. Gill were the only Shareholders of GT Parts Serve Inc.; each holding 50% of the shares. At that time, Samreet Bal was a Director of the Corporation, but held no shares.

On August 15, 2022, Ms. Bal resigned as Director of the Corporation. On the same date, Mr. Gill and Mr. Randhawa entered into a Share Purchase Agreement, whereby Mr. Randhawa was to purchase from Mr. Gill all of his shares in the Corporation. Mr. Randhawa failed to abide by his obligations of the Share Purchase Agreement. Unfortunately, the Corporate Shares were transferred to Mr. Randhawa at the time of execution of the Agreement. As such, Mr. Randhawa has had full control of the Corporation since.

Of note is that GT Parts Serve Inc. is no longer an active corporation. Furthermore, Mr. Randhawa has changed the corporate structure of the business. It is now operating under a new corporation number as Express GT Parts Serve Inc.

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We look forward to hearing from you.

Nadia Chami
cc. Client

ROYAL BANK OF CANADA
Applicant

-and-

EXPRESS GT PARTS SERVE INC.
Respondent

Court File No.: CV-23-00700602-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at
TORONTO

AFFIDAVIT OF TINA SWANSON

LIPMAN, ZENER & WAXMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5
Tel: 416-789-0652
Fax: 416-789-9015

JASON SPETTER [LSO 46105S]
Email: jspetter@lzwlaw.com

IAN KLAIMAN [LSO 58955G]
Email: iklaiman@lzwlaw.com

Lawyers for the
Bank of Montreal