

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

ORBIT FREIGHT LTD.

Respondent

APPLICATION RECORD

March 8, 2021

HARRISON PENSA LLP

Barristers & Solicitors
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London, ON N6A 4K3

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Solicitors for the Applicant,
The Toronto-Dominion Bank

TO: Service List

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Tab 1

FORM 14E

Court File No.
CV-21-00658361-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:



THE TORONTO-DOMINION BANK

Applicant

-and-

ORBIT FREIGHT LTD.

Respondent

NOTICE OF APPLICATION

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

TO THE RESPONDENT:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

<https://harrisonpensa.zoom.us/j/85868323797?pwd=Zyt6SXVrQ3kyUDUwRGplbkJEUmtjUT09>

Meeting ID: 858 6832 3797
Passcode: JMcEwen#11

On Thursday, March 11, 2021 at 12:00 p.m. or as soon after that time as the motion can be heard by judicial teleconference via Zoom at Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date: March 8, 2021

Issued by

Registrar
Superior Court of Justice
Commercial List
9th ~~7th~~ Floor, 330 University
Avenue, Toronto M5G 1R7

TO: Service List Attached

SERVICE LIST

TO: **MSI SPERGEL INC.**
509 Consumers Road, Suite 200
North York, ON M2J 4V8

Attention: Mukul Manchanda
Tel: (416) 498-4314
Fax: (416) 498-4314
Email: mmanchanda@spergel.ca

Proposed Receiver

AND

TO: **ORBIT FREIGHT LTD.**
1704 Meyerside Drive Unit 1-2
Mississauga, ON L5T 1A3

Respondent

AND

TO: **Aird & Berlis LLP**
Barristers and Solicitors
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Attention: Kyle B. Plunkett
Tel: 416-863-1500
Fax: 416-863-1515
Email: kplunkett@airdberlis.com

Solicitors for the Proposed Receiver

AND

TO: **SANTAM S. PANDEL**
31 Heslop Circle
Brampton, ON L6R 0M8

AND

TO: **THE BANK OF NOVA SCOTIA**
1 St. Clair Avenue East
Toronto, ON M4T 1Z3

AND

TO: **CANADA REVENUE AGENCY**

c/o Department of Justice
Ontario Regional Office
120 Adelaide St. W., Suite 400
Toronto, ON M5H 1T1

Attention: Rakhee Bhandari

Tel: (416) 952-8563

Email: rakhee.bhandari@justice.gc.ca

AND

TO: **HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTRY OF FINANCE**

Revenue Collections Branch – Insolvency Unit
33 King Street W., P.O. Box 627
Oshawa, ON L1H 8H5
Email: insolvency.unit@ontario.ca

AND

TO: **MERCADO CAPITAL CORPORATION**

Suite 1900, 13450 102nd Avenue
Surrey, BC V3T 5Y1

AND

TO: **WELLS FARGO EQUIPMENT FINANCE COMPANY**

1290 Central Parkway W, 11th Fl
Mississauga, ON L5C 4R3

AND

TO: **BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORPORATION**

102-1465 North Service Rd E
Oakville, ON L6H 1A7

AND

TO: **CLE CAPITAL INC.**

3390 South Service Rd., Unit #104
Burlington, ON L7N 3J5

AND

TO: **BANK OF MONTREAL**

5750 Explorer Ave
Mississauga, ON L4W 0A9

AND

TO: **TFG FINANCIAL CORPORATION**

501, 4180 Lougheed Hwy
Burnaby, BC V5C 6A7

AND

TO: **CANADIAN WESTERN BANK**
285 2880 Glenmore Trail SE
Calgary, AB T2C 2E7

AND

TO: **RIORDAN LEASING INC.**
1158 King St. E.
Kitchener, ON N2G 2N4

AND

TO: **FIRST WEST LEASING LTD.**
6470 201 St.
Langley, BC V2Y 2X4

THE APPLICATION IS FOR:

The Applicant, The Toronto-Dominion Bank (the “**Bank**”), seeks the following relief:

1. An order (the “**Appointment Order**”) substantially in the form attached hereto as Schedule “A”, *inter alia*, appointing msi Spergel inc., as Receiver (“**Spergel**”, or the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Respondent, Orbit Freight Ltd. (the “**Debtor**”), acquired for, or used in relation to a business or businesses carried on by the Debtor;
2. That the time for service, filing and confirming of the Notice of Application and the Application Record be abridged and validated so that this application is properly returnable today and dispensing with further service thereof; and,
3. Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE APPLICATION ARE:

The Respondent

1. The Respondent Debtor is a company incorporated pursuant to the laws of the Province of Ontario, and formerly operated from premises located in the City of Mississauga, Ontario as a freight transport and warehousing company.
2. Satnam Singh Pandal (“**Pandal**”) is the principal of the Debtor. Singh has filed an assignment in bankruptcy as at March 2, 2021.
3. Pursuant to the documents filed by Pandal as part of his assignment into bankruptcy, he has advised that the Debtor ceased operations on February 15, 2021. Spergel, as proposed Receiver, has attended at the Debtor’s business premises as at March 5, 2021 and confirms that the Debtor does not appear to be operating.

The Financing and the Bank’s Security

4. As of March 5, 2021, the Debtor is indebted to the Bank in the amount of \$1,836,712.19, plus accruing interest and the Bank’s continuing costs of enforcement (the “**Obligations**”), in respect of certain financing advanced to the Debtor pursuant to the terms of a Letter

Agreement dated May 24, 2019 (the “**Letter Agreement**”), and a TD Equipment Financing Loan Agreement #20008660, dated June 22, 2020 (the “**TDEF Agreement**”).

5. The credit facilities established by the Letter Agreement are the following:
 - a) Facility # 1 – Operating Loan: with a maximum credit limit of \$1,200,000 (the “**Operating Line**”);
 - b) Facility # 2 – Committed Reducing Term Facility: in the sum of \$180,000;
 - c) Visa Facility: with a credit limit of \$50,000.
6. The credit facility established by the TDEF Agreement is the following:
 - a) Facility # 1 – Equipment Financing Term Facility: with a credit limit of \$493,870.12 (the “**Equipment Loan**”).

(5 (a) – (c) and 6 (a) collectively, the “**Financing**”)
7. The Operating Line is payable on demand.
8. The Bank holds, *inter alia*, the following security over the property of the Debtor, as security for the Financing:
 - a) General Security Agreement dated June 27, 2019 (the “**GSA**”); and,
 - b) Security Agreement for Specified Assets #20008660 dated June 22, 2020, and securing two (2) vehicles financed pursuant to the TDEF Agreement (the “**Specific Security Agreement**”).

The Bank’s Security Interest in The Personal Property of the Debtor

9. The Bank has registered Financing Statements against the Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) (the “**PPSA**”) to perfect its security interest in the personal property secured under the GSA and the Specific Security Agreement.
10. The Personal Property Security Registration System Search Results for the Debtor confirms that the Bank has a perfected security interest in the personal property of the

Debtor secured under the GSA and the Specific Security Agreement, including a purchase-money security interest in the property secured under the Specific Security Agreement.

11. The Bank of Nova Scotia (“**BNS**”) has also made a general security registration under the PPSA as against the Debtor, prior to that of the Bank. The Bank understands that BNS was the former banker for the Debtor, was paid all of its credit facilities save for a small credit card facility in which BNS, in error failed to include in a payout transaction with the Bank. The Bank’s solicitor is working on seeing the BNS registration discharged. All other registrations as against the Debtor under the PPSA appear to be property-specific in nature.

Default and Demand

12. The Debtor has defaulted under the terms of the Financing as follows:
 - a) Pandal, as sole principal of the Debtor, has made an assignment in bankruptcy;
 - b) The Debtor has ceased operations;
 - c) The Debtor has borrowed in excess of the credit limit of the Operating Line;
 - d) Failure to provide certain reporting as required under the terms of the Financing; and
 - e) The Bank has learned that the Debtor has been carrying on banking activities at BNS, contrary to the terms of the Financing.

(12 (a) – (e) collectively, the “**Defaults**”)
13. The Bank has previously issued Default Letters to the Borrower, dated December 1, 2020 and March 2, 2021, which address certain of the Defaults stated above.
14. The Defaults remain uncured.
15. As a result of the Defaults, the Bank did deliver to the Debtor a demand for payment and a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) to the Debtor, each dated March 5, 2021 (collectively, the “**Demand**”).

16. The ten (10) day period under section 244(1) of the *BIA* expires March 16, 2021

The Rationale and Authority for the Appointment Order

17. The terms of the Security authorize the Bank to appoint a Receiver over all personal property of the Debtor, as a result of the Defaults.
18. The Obligations due pursuant to the Demand have not been paid. The Debtor is in Default of the Financing.
19. The Debtor is insolvent, and the Bank is unwilling to provide the Debtor with any further credit or with any forbearance.
20. The Debtor ceased operations on February 15, 2021.
21. Pandal is bankrupt. In addition to being a Default under the Financing, Pandal's bankruptcy has left the Debtor without any principal or guiding mind and cannot continue in operation as it currently stands. The Bank states that the appointment of a Receiver is necessary on an urgent basis, to realize on any secured assets of the Debtor, and to apply any proceeds of same to the Obligations.
22. The Debtor has been banking at BNS without the knowledge or consent of the Bank, which has reduced the value of the Bank's security over the assets of the Debtor. As Pandal is bankrupt, there is currently no person able to provide instructions to BNS regarding the monies held. The appointment of a Receiver is required to ensure that these monies are able to be realized on and applied to the Obligations.
23. It is the Bank's position that:
- a) The appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtor and the interests of the Bank, as secured creditor, and other stakeholders; and
 - b) That with the cessation of business, the bankruptcy of the principal, the nature of the Debtor's assets (rolling stock), and the "double" banking by the Debtor, it is appropriate that the Receiver be appointed prior to March 16, 2021.

24. The Bank proposes that Spergel be appointed as Receiver, without security, over all of the assets, undertakings, and properties of the Debtor.
25. Spergel has provided their consent to their appointment as Receiver (the “**Consent**”).
26. Section 243 of the *Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, as amended*.
27. Section 101 of the *Courts of Justice Act, R.S.O. 1990, c. C.43, as amended*.
28. Rule 3, 14, 38 and any other applicable Rule of the *Rules of Civil Procedure*.
29. Such further and other grounds as counsel may advise.

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

1. The Affidavit of Michelle Benoy, to be sworn, and the exhibits attached thereto;
2. The Report of msi Spergel inc., as proposed receiver;
3. The Consent; and,
4. Such further and other material as counsel may advise and this Honourable Court may permit.

March ⁸~~5~~, 2021

HARRISON PENZA LLP
Barristers & Solicitors
450 Talbot Street
London, ON N6A 5J6

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Robert Danter (LSO #69806O)

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rdanter@harrisonpensa.com

Lawyers for the Applicant,
The Toronto-Dominion Bank

RCP-E 14E (September 1, 2020)

Schedule “A-1” – Appointment Order (Clean)

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

THURSDAY, THE 11th

JUSTICE MCEWEN

)

DAY OF MARCH, 2021

)

THE TORONTO-DOMINION BANK

Applicant

- and -

ORBIT FREIGHT LTD.

Respondent

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing msi Spergel inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Orbit Freight Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by judicial videoconference via Zoom, at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Michelle Benoy sworn March , 2021 and the Exhibits thereto, the report of msi Spergel inc. as proposed receiver, dated March , 2021 and on hearing the submissions of counsel for the Applicant, no one else appearing, although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of msi Spergel inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise

of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$5,000, provided that the aggregate consideration for all such transactions does not exceed \$25,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give

unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects

identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver

shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'http://www.spergelcorporate.ca/engagements'.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

26. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

31. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Justice, Ontario Superior Court of Justice

Commercial List

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "Receiver") of the assets, undertakings and properties of Orbit Freight Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

msi Spergel inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

THE TORONTO-DOMINION BANK

-and-

ORBIT FREIGHT LTD.

Applicant

Respondent

Court File No.

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at
Toronto, Ontario

ORDER

Harrison Pensa ^{LLP}

Barristers and Solicitors

450 Talbot Street, P.O. Box 3237

London, Ontario N6A 4K3

Timothy C. Hogan (LSO #36553S)

Robert Danter (LSO #69806O)

Tel: (519) 679-9660

Fax: (519) 667-3362

Email: thogan@harrisonpensa.com
rdanter@harrisonpensa.com

Solicitors for the Applicant,
The Toronto-Dominion Bank

Schedule “A-2” – Appointment Order (Blacklined)

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

JUSTICE — MCEWAEN

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WEEKDAYTHURSDAY, THE # 11th

DAY OF MONTH, 20YRMARCH, 2021

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PLAINTIFF¹ THE TORONTO-DOMINION BANK

PlaintiffApplicant

- and -

DEFENDANTORBIT FREIGHT LTD.

DefendantRespondent

ORDER
(~~appointing~~ Appointing Receiver)

THIS MOTIONAPPLICATION made by the PlaintiffApplicant² for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing {RECEIVER'S NAME}msi Spergel inc. as receiver ~~{and manager}~~ (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of {DEBTOR'S NAME}Orbit Freight Ltd. (the "Debtor") acquired for, or used in relation to a business carried on

¹The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

²Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

by the Debtor, was heard this day by judicial videoconference via Zoom, at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Michelle Benoy sworn ~~[DATE]~~March , 2021 and the Exhibits thereto, the report of msi Spergel inc. as proposed receiver, dated March , 2021 and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, no one ~~appearing for [NAME]~~ althoughelse appearing, although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of ~~[RECEIVER'S NAME]~~msi Spergel Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated³ so that this ~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~msi Spergel Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

³ If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~, ~~\$5,000,~~ provided that the aggregate consideration for all such transactions does not exceed ~~\$_____~~; ~~\$25,000;~~ and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* ~~sh.~~ ~~[or section 31 of the Ontario *Mortgages Act*, as~~

⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

~~the case may be,⁵ shall not be required, and in each case the Ontario Bulk Sales Act shall not apply.~~

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

~~⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto

paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects

identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

~~17.~~ THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19. save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

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RECEIVER'S ACCOUNTS

~~18.~~17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver

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shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

19.18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20.19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21.20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed ~~\$~~ \$75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22.21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23.22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24.23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25.24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<http://www.spergelcorporate.ca/engagements@>'.

26.25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the

records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

~~27.26.~~ THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

~~28.27.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

~~29.28.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

~~30.29.~~ THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. THIS COURT ORDERS that the ~~PlaintiffApplicant~~ shall have its costs of this ~~motionApplication~~, up to and including entry and service of this Order, provided for by the terms of the ~~PlaintiffApplicant~~'s security or, if not so provided by the ~~PlaintiffApplicant~~'s security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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~~32.~~31. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Justice, Ontario Superior Court of Justice

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Commercial List

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SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~{RECEIVER'S NAME}~~msi Spergel iInc., the receiver (the "Receiver") of the assets, undertakings and properties ~~{DEBTOR'S NAME}~~of Orbit Freight Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

- 2 -

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ msi Spergel inc., solely
in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

THE TORONTO-DOMINION BANK

-and-

ORBIT FREIGHT LTD.

Applicant

Respondent

Court File No. CV-21-00658361-00CL

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at
Toronto, Ontario

ORDER

Harrison Pensa ^{LLP}
Barristers and Solicitors
450 Talbot Street, P.O. Box 3237
London, Ontario N6A 4K3

Timothy C. Hogan (LSO #36553S)
Robert Danter (LSO #69806O)

Tel: (519) 679-9660

Fax: (519) 667-3362

Email: thogan@harrisonpensa.com
rdanter@harrisonpensa.com

Solicitors for the Applicant,
The Toronto-Dominion Bank

THE TORONTO-DOMINION BANK

Applicant

-and-

ORBIT FREIGHT LTD.

Respondent

Court File No. CV-21-00658361-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST Proceeding commenced at Toronto, Ontario	
NOTICE OF APPLICATION	
Harrison Pensa ^{LLP} Barristers and Solicitors 450 Talbot Street, P.O. Box 3237 London, Ontario N6A 4K3 Timothy C. Hogan (LSO #36553S) Robert Danter (LSO #69806O) Tel: (519) 679-9660 Fax: (519) 667-3362 Email: thogan@harrisonpensa.com rdanter@harrisonpensa.com Solicitors for the Applicant, The Toronto-Dominion Bank	

Tab 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

ORBIT FREIGHT LTD.

Respondent

AFFIDAVIT OF MICHELLE BENOY

(sworn March 8, 2021)

I, **MICHELLE BENOY**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am an Account Manager with the Applicant, The Toronto-Dominion Bank (the "**Bank**") and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the source and I believe those facts to be true.

The Debtor

2. The Respondent, Orbit Freight Ltd. (the "**Debtor**"), is a company incorporated pursuant to the laws of the Province of Ontario, and formerly operated from premises located in the City of Mississauga, Ontario as a freight transport and warehousing company. Attached hereto to this my affidavit and marked as **Exhibit "A"** is a true copy of the Corporate Profile of the Debtor.

3. Satnam Singh Pandal ("**Pandal**") is the sole principal of the Debtor. Pandal has filed an assignment in bankruptcy as at March 2, 2021. Attached hereto to this my affidavit and marked as **Exhibit "B"** is a true copy of the creditor package for Pandal's bankruptcy.
4. Pandal's creditor package indicates that the Debtor ceased operations as at February 15, 2021¹.
5. As further detailed in the report by msi Spergel inc. ("**Spergel**"), in its capacity as proposed receiver, Spergel did attend at the Debtor's business premises on March 5, 2021 during business hours, and noted that there did not appear to be any activity taking place at the premises. Further, the door to the premises was locked, and the Debtor's offices appear to have been cleared out.
6. The Bank is not aware of the number of employees of the Debtor.
7. The Debtor has defaulted under the terms of the Financing (as defined below) as follows:
 - a. Pandal, as sole principal of the Debtor, has made an assignment in bankruptcy;
 - b. The Debtor has ceased operations;
 - c. The Debtor has borrowed in excess of the credit limit of the Operating Line (as defined below);
 - d. Failure to provide certain reporting as required under the terms of the Financing; and

¹ See page 4, paragraph 8 on Form 79.

- e. The Debtor has been carrying on banking activities at the Bank of Nova Scotia ("**BNS**"), contrary to the terms of the Financing, and despite the Bank's requirement that all banking be returned to, and carried on at, the Bank.

(collectively, the "**Defaults**")

8. The Bank has previously issued default letters to the Debtor, dated December 1, 2020 and March 2, 2021 (collectively, the "**Default Letters**"), regarding certain of the Defaults stated above. Attached hereto to this my affidavit and marked as **Exhibit "C"** are true copies of the Default Letters.
9. The Defaults remain uncured.

The Financing and The Bank's Security

10. As of March 8, 2021, the Debtor is indebted to the Bank in the amount of \$1,994,281.85, plus accruing interest and the Bank's continuing costs of enforcement (the "**Obligations**"), in respect of certain financing advanced to the Debtor pursuant to the terms of a Letter Agreement dated May 24, 2019 (the "**Letter Agreement**"), and a TD Equipment Financing Loan Agreement #20008660, dated June 22, 2020 (the "**TDEF Agreement**"). Attached hereto to this my affidavit and marked as **Exhibit "D"** is a true copy of the Letter Agreement. Attached hereto to this my affidavit and marked as **Exhibit "E"** is a true copy of the TDEF Agreement.
11. The credit facilities established by the Letter Agreement are:
- a. Facility # 1 – Operating Loan: with a maximum credit limit of \$1,200,000 (the "**Operating Line**");

- b. Facility # 2 – Committed Reducing Term Facility: in the sum of \$180,000;
 - c. Visa Facility: with a credit limit of \$50,000.
- 12. The credit facility established by the TDEF Agreement is the following:
 - a. Facility # 1 – Equipment Financing Term Facility: with a credit limit of \$493,870.12.

(11 (a)-(c) and 12 (a) collectively, the “**Financing**”).

- 13. The Operating Line is payable on demand.
- 14. The Bank holds, *inter alia*, the following security over the property of the Debtor, as security for the Financing:
 - a. General Security Agreement dated June 27, 2019 (the “**GSA**”). Attached hereto to this my affidavit and marked as **Exhibit “F”** is a true copy of the GSA;
 - b. Security Agreement for Specified Assets #20008660 dated June 22, 2020, and securing two (2) motor vehicles financed pursuant to the TDEF Agreement (the “**Specific Security Agreement**”). Attached hereto to this my affidavit and marked as **Exhibit “G”** is a true copy of the Specific Security Agreement;

(collectively, the “**Security**”)

- 15. The Specific Security Agreement attaches to the following motor vehicles:
 - a. 2021 PETERBILT 567 Truck with Lanau 20ft 6 x 48 x 54 Dump Body (S/N 0220SH0187), VIN 1NPCX4TX8MD736670; and,

- b. 2021 PETERBILT 567 Truck with Lanau 20ft 6 x 48 x 60 Dump Body (S/N 0320SH0282), VIN 1NPCX4TX5MD736674.

(collectively, the “TDEF Vehicles”)

The Bank’s Security Interest in the Personal Property of the Debtor

16. The GSA secures the following personal property of the Debtor:

1. SECURITY INTEREST

The Grantor [the Debtor] hereby grants to the Bank a security interest in, and assigns (other than with respect to trademarks), mortgages, charges, and pledges (collectively, the “Security Interest”) to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertakings of any kind hereinafter described below, in which the Grantor has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the “Collateral”).

2. OBLIGATIONS SECURED

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

17. The Specific Security Agreement secures the following personal property of the Debtor:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns, mortgages, charges and pledges (collectively the “Security Interest”) to the Bank, the personal property of the Grantor described or referred to in Schedule “A” [the TDEF Vehicles] together with the Proceeds (collectively called the “Collateral”).

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by

which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

18. Pursuant to the Specific Security Agreement, the Bank holds a purchase-money security interest in the TDEF Vehicles.
19. The Bank has registered Financing Statements as against the Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) (the "**PPSA**") to perfect its security interest in the personal property of the Debtor secured under the GSA and the Specific Security Agreement.
20. The Personal Property Security Registration System Search Results for the Debtor confirms that the Bank holds a perfected security interest in the personal property of the Debtor as secured by the GSA and the Specific Security Agreement. Attached hereto to this my affidavit and marked as **Exhibit "H"** are true copies of the Personal Property Security Registration System Search Results for the Debtor, current to February 28, 2021.
21. BNS has a general security registration under the PPSA as against the Debtor, prior to that of the Bank. The Bank understands that BNS was the former banker for the Debtor, was paid all of its credit facilities save for a small credit card facility in which BNS, in error failed to include in a payout transaction with the Bank. The Bank's solicitor is working on seeing the BNS registration discharged. All other registrations as against the Debtor under the PPSA appear to be property-specific in nature. On March 8, 2021, the Bank placed BNS on notice of its GSA and requested that monies on deposit be paid over to the Bank. Any such funds on deposit can be directed to Spergel as Receiver, if appointed.

Defaults and Demands

22. The Debtor is insolvent, and has defaulted under the Financing, as set out above, which Defaults continue.
23. As a result of the above-noted Defaults, the Bank delivered to the Debtor a demand for payment and a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) to the Debtor, each dated March 5, 2021 (collectively, the “**Demand**”). Attached hereto to this my affidavit and marked as **Exhibit “I”** is a true copy of the Demand.

The Appointment of a Receiver

24. The Obligations due pursuant to the Demand have not been paid. The Debtor is in default of the Financing.
25. The ten (10) day period under section 244(1) of the *BIA* expires March 16, 2021.

Personal Property

26. Paragraph 12 of the GSA grants the Bank the right to appoint a Receiver over all personal property of the Debtor secured thereunder as a result of the Defaults, as follows:

12. REMEDIES

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and

remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

27. Paragraph 10 of the Specific Security Agreement grants the Bank the right to appoint a Receiver over the personal property of the Debtor secured thereunder (the TDEF Vehicles) as a result of the Defaults, as follows:

10. Remedies

- (a) *Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:*
- ...
- (xi) *to appoint a consultant or monitor, at the Grantor's expense, to evaluate the value of the Collateral, and to review the options available to the Bank; and*
- (xii) *to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").*
- (b) *Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.*

- (c) *The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of the Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.*
- (d) *The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made as may be required by the PPSA.*
- (e) *The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.*

The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

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

- 28. The Debtor is in default of the terms of the Financing, and the Obligations are due and payable in full.
- 29. The provisions of the Bank's Security provide the Bank with the power to appoint a Receiver over all of the personal property of the Debtor as secured by the GSA and the Specific Security Agreement, including the TDEF Vehicles.

The Bank's Position

- 30. The terms of the Security authorize the Bank to appoint a Receiver over all personal property of the Debtor, as a result of the Defaults.

31. The Obligations due pursuant to the Demand have not been paid. The Debtor is in default of the Financing, is insolvent, and has borrowed in excess of its credit limit on the Operating Line. The Bank is unwilling to provide the Debtor with any further credit or with any forbearance.
32. The Debtor ceased operations on February 15, 2021, which has been confirmed by Spergel.
33. Pandal is bankrupt. In addition to being a Default under the Financing, the Debtor cannot continue in operation absent its sole director and officer. The Bank states that the appointment of a Receiver is necessary on an urgent basis, to realize on any secured assets of the Debtor, and to apply any proceeds of same to the Obligations.
34. The Debtor has been banking at BNS, despite the Bank's requirement that it carry on all banking activities with the Bank. The appointment of a Receiver is required to ensure that the Debtor's monies on deposit are realized on and applied to the indebtedness owed by the Debtor to the Bank or any potential deemed trust claims.
35. It is the Bank's position that:
 - a. The appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtor and the interests of the Bank, as secured creditor, and other stakeholders; and,
 - b. That with the cessation of business, the bankruptcy of the principal, the nature of the Debtor's assets (rolling stock), and the "double" banking by the

Debtor, it is appropriate that the Receiver be appointed prior to the expiry of the statutory notice period under the BIA on March 16, 2021.

36. The Bank proposes that Spergel be appointed as Receiver, without security, over all personal property of the Debtor as secured by the GSA and the Specific Security Agreement.
37. Spergel has consented to act as Receiver should this Honourable Court so appoint it.
38. This affidavit is made in support of the within application for the appointment of Spergel as Receiver, without security, over all of the assets, undertakings, and properties of the Debtor, and for no other improper purpose.

Sworn or Affirmed before me: ☐ in person OR ☒ by video conference

by Michelle Benoy of the City of Toronto in the Province of Ontario, before me at the City of London in the Province of Ontario, on March 8, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)



Signature of Commissioner (or as may be)



MICHELLE BENOY

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

ORBIT FREIGHT LTD.

Respondent

ATTACHED HERETO ARE EXHIBITS "A" TO "I"
AS REFERRED TO IN THE AFFIDAVIT OF MICHELLE BENOY,
SWORN BEFORE ME BY VIDEOCONFERENCE ON MARCH 8, 2021.



A Commissioner, etc.

EXHIBIT "A"

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date	
2316689	ORBIT FREIGHT LTD.	2012/02/13	
		Jurisdiction	
		ONTARIO	
Corporation Type	Corporation Status	Former Jurisdiction	
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE	
Registered Office Address		Date Amalgamated	Amalgamation Ind.
1704 MEYERSIDE DR		NOT APPLICABLE	NOT APPLICABLE
Suite # 1		New Amal. Number	Notice Date
MISSISSAUGA		NOT APPLICABLE	NOT APPLICABLE
ONTARIO			
CANADA L5T 1A3			Letter Date
Mailing Address			NOT APPLICABLE
1704 MEYERSIDE DR		Revival Date	Continuation Date
		NOT APPLICABLE	NOT APPLICABLE
Suite # 1		Transferred Out Date	Cancel/Inactive Date
MISSISSAUGA		NOT APPLICABLE	NOT APPLICABLE
ONTARIO			
CANADA L5T 1A3			
		EP Licence Eff.Date	EP Licence Term.Date
		NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Commenced in Ontario	Date Ceased in Ontario
	Minimum Maximum		
	00001 00010	NOT APPLICABLE	NOT APPLICABLE
Activity Classification			
NOT AVAILABLE			

CORPORATION PROFILE REPORT

Ontario Corp Number

2316689

Corporation Name

ORBIT FREIGHT LTD.

Corporate Name History

ORBIT FREIGHT LTD.

Effective Date

2012/03/28

2316689 ONTARIO INC.

2012/02/13

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

SATNAM
SINGH
PANDAL

Address

31 HESLOP CIRCLE

BRAMPTON
ONTARIO
CANADA L6R 0M8

Date Began

2012/02/13

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2316689

Corporation Name

ORBIT FREIGHT LTD.

Administrator:

Name (Individual / Corporation)

SATNAM
SINGH
PANDAL

Address

31 HESLOP CIRCLE

BRAMPTON
ONTARIO
CANADA L6R 0M8

Date Began

2012/02/13

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

SATNAM
SINGH
PANDAL

Address

31 HESLOP CIRCLE

BRAMPTON
ONTARIO
CANADA L6R 0M8

Date Began

2012/02/13

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2316689

Corporation Name

ORBIT FREIGHT LTD.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2019/07/11 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

EXHIBIT "B"

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2716661
Estate No. 32-2716661

FORM 01.1
General Sender Identification for: Copies of all Prescribed Forms
Sent to Creditor(s) Electronically

In the matter of the bankruptcy of
Satnam Singh Pandal
of the City of Brampton, in the Province of Ontario
SUMMARY ADMINISTRATION

Dated at the City of Mississauga in the Province of Ontario, this 2nd day of March 2021.

Responsible Individual (Sender): Christopher Galea
(Trustee)

Corporate Name : msi Spergel inc.

Address: 204 - 1425 Dundas St. E.
Mississauga ON L4X 2W4

Telephone: (905) 602-4143

Fax: (905) 602-8879

E-mail:

NOTICE

Please be advised that the above-noted individual is required to retain the signed original
of the document as part of the official records of this proceeding.

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2716661
Estate No. 32-2716661

- FORM 31 -
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the matter of the bankruptcy of
Satnam Singh Pandal
of the City of Brampton, in the Province of Ontario
SUMMARY ADMINISTRATION

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the bankruptcy of Satnam Singh Pandal of the City of Brampton in the Province of Ontario and the claim of _____, creditor.
I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 2nd day of March 2021, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

☐ A. UNSECURED CLAIM OF \$ _____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description.)

☐ Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of \$ _____, I do not claim a right to a priority.

(Set out on an attached sheet details to support priority claim.)

☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____

(Attach a copy of sales agreement and delivery receipts.)

- ☐ E. CLAIM BY WAGE EARNER OF \$ _____
- ☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- ☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,
- ☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- ☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- ☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____,
- ☐ G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

- ☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- ☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- ☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____, _____.

Witness

Creditor

Phone Number: _____
Fax Number : _____
E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2716661
Estate No. 32-2716661

- FORM 36 -
Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the matter of the bankruptcy of
Satnam Singh Pandal
of the City of Brampton, in the Province of Ontario
SUMMARY ADMINISTRATION

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to be
my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

msi Spergel inc. - Licensed Insolvency Trustee
Per:

Christopher Galea - Licensed Insolvency Trustee
204 - 1425 Dundas St. E.
Mississauga ON L4X 2W4
Phone: (905) 602-4143 Fax: (905) 602-8879
E-mail: faxmississauga@spergel.ca

District of Ontario
 Division No. 09 - Mississauga
 Court No. 32-2716661
 Estate No. 32-2716661

- FORM 65 -
 Monthly Income and Expense Statement of the Bankrupt and the Family Unit
 and Information (or Amended Information) Concerning
 the Financial Situation of the Individual Bankrupt
 (Section 68 and Subsection 102(3) of the Act; Rule 105(4))

☒ Original ☐ Amended

In the matter of the bankruptcy of
 Satnam Singh Pandal
 of the City of Brampton, in the Province of Ontario
 SUMMARY ADMINISTRATION

Information concerning the monthly income and expense statement of the bankrupt and the family unit, the financial situation of the bankrupt and the bankrupt's obligation to make payments required under section 68 of the Act to the estate of the bankrupt are as follows:

MONTHLY INCOME	Bankrupt	Other Members of the family unit	Total
Net employment income	0.00		
Net pension/Annuities	0.00		
Net child support	0.00		
Net spousal support	0.00		
Net employment insurance benefits	0.00		
Net social assistance	0.00		
Self-employment income			
Gross 0.00 Net	0.00		
Other net income	0.00		
TOTAL MONTHLY INCOME	0.00 (1)	0.00 (2)*	
TOTAL MONTHLY INCOME OF THE FAMILY UNIT ((1) + (2))			0.00 (3)
MONTHLY NON- DISCRETIONARY EXPENSES			
Child support payments	0.00		
Spousal support payments	0.00		
Child care	0.00		
Medical condition expenses	0.00		
Fines/penalties imposed by the Court	0.00		
Expenses as a condition of employment	0.00		
Debts where stay has been lifted	0.00		
Other expenses	0.00		
TOTAL MONTHLY NON-DISCRETIONARY EXPENSES	0.00 (4)	0.00 (5)	
TOTAL MONTHLY NON-DISCRETIONARY EXPENSES OF THE FAMILY UNIT ((4) + (5))			0.00 (6)
AVAILABLE MONTHLY INCOME OF THE BANKRUPT ((1) - (4))	0.00 (7)		
AVAILABLE MONTHLY INCOME OF THE FAMILY UNIT ((3) - (6))			0.00 (8)
BANKRUPT'S PORTION OF THE AVAILABLE MONTHLY INCOME OF THE FAMILY UNIT			100.00 % (9)

MONTHLY DISCRETIONARY EXPENSES: (Family unit)

Housing expenses

Rent/mortgage/hypothec.	0.00
Property taxes/condo fees.	0.00
Heating/gas/oil.	0.00
Telephone.	0.00
Cable.	0.00
Hydro.	0.00
Water.	0.00
Furniture.	0.00
Other.	0.00

Personal expenses

Smoking.	0.00
Alcohol.	0.00
Dining/lunches/restaurants.	0.00
Entertainment/sports.	0.00
Gifts/charitable donations.	0.00
Allowances.	0.00
Other.	0.00

Non-recoverable medical expenses

Prescriptions.	0.00
Dental.	0.00
Other.	0.00

Living expenses

Food/grocery.	0.00
Laundry/dry cleaning.	0.00
Grooming/toiletries.	0.00
Clothing.	0.00
Other.	0.00

Transportation expenses

Car lease/payments.	0.00
Repair/maintenance/gas.	0.00
Public transportation.	0.00
Other.	0.00

Insurance expenses

Vehicle.	0.00
House.	0.00
Furniture/contents.	0.00
Life insurance.	0.00
Other.	0.00

Payments

Payments to the estate.	280.00
To secured creditor.	0.00
(Other than mortgage and vehicle).	0.00
Other.	0.00

TOTAL MONTHLY DISCRETIONARY EXPENSES (FAMILY UNIT)	280.00 (10)
MONTHLY SURPLUS OR (DEFICIT) FAMILY UNIT ((8) - (10))	-280.00 (11)

Information (or Amended Information) Concerning the Financial Situation of the Individual Bankrupt

Payments to the estate as per agreement

Number of persons in household family unit, including bankrupt:	4
Total amount bankrupt has agreed to pay monthly.	280.00 (12)
Amount bankrupt has agreed to pay monthly to repurchase assets.	0.00 (13)
Residual amount paid into the estate ((12) - (13)).	280.00 (14)

Payments required by Directive No. 11R2 (Surplus Income)

Monthly amount required by Directive No. 11R2 (Surplus Income) based on percentage established on line (9). ...	0.00 (15)
Difference between amounts at lines (14) and (15).	280.00 (16)

Other applicable comments:

While I search for gainful employment, I am being financially supported by family, who are also funding this bankruptcy.

Dated at the City of Mississauga in the Province of Ontario, this 27th day of February 2021.

msi Spergel inc. - Licensed Insolvency Trustee
Per:

Christopher Galea - Licensed Insolvency Trustee
204 - 1425 Dundas St. E.
Mississauga ON L4X 2W4
Phone: (905) 602-4143 Fax: (905) 602-8879

Satnam Singh Pandal

District of Ontario
Division No. 09 - Mississauga
Court No. 32-2716661
Estate No. 32-2716661

FORM 69
Notice of Bankruptcy and of Impending Automatic Discharge
of Bankrupt, and Request of a First Meeting of Creditors
(Paragraphs 155(d.1), 155(h) and 168.1(4) and section 168.2 of the Act)

☒ Original

☐ Amended

In the matter of the bankruptcy of
Satnam Singh Pandal
of the City of Brampton, in the Province of Ontario
SUMMARY ADMINISTRATION

Take notice that:

1. Satnam Singh Pandal filed (or was deemed to have filed) an assignment on the 2nd day of March 2021, and the undersigned, msi Spergel inc., was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court), subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. Pursuant to paragraph 155(d.1) of the Act, a first meeting of creditors will be required only if the official receiver or creditors who have in the aggregate at least 25 percent in value of the proven claims, request a meeting to be held.
3. To request such a meeting and to vote at the meeting, a creditor must lodge with the trustee, before such request for a meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice is a proof of claim form, proxy form, and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Also enclosed pursuant to subsection 102(3) of the Act is information concerning the financial situation of the bankrupt and the obligation of the bankrupt to make payments to the estate of the bankrupt, as required under section 68 of the Act.
6. Creditors must prove their claims against the estate of the bankrupt in order to share in any distribution of the proceeds realized from the estate.
7. Pursuant to section 168.1 of the Act, the bankrupt will be given an automatic discharge on the 3rd day of March 2023, unless the Superintendent of Bankruptcy, the trustee of the estate of the bankrupt or a creditor of the bankrupt gives notice of intended opposition to the discharge of the bankrupt before that date.

Check appropriate provision in respect to the bankrupt's discharge

In the case of an individual who has never before been bankrupt:

- ☐ on the expiry of 9 months after the date of bankruptcy;
- ☐ on the expiry of 21 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the Bankruptcy and Insolvency Act (BIA) to the estate.

In the case of an individual who has been a bankrupt one time before:

- ☒ on the expiry of 24 months after the date of bankruptcy;
- ☐ on the expiry of 36 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the BIA to the estate.

8. Any creditor who intends to oppose the discharge of the bankrupt shall state in writing the grounds for his/her opposition and send a notice to this effect to the division office, the trustee of the estate of the bankrupt and the bankrupt at any time before the 3rd day of March 2023.

9. If any creditor opposes the discharge of the bankrupt, a court fee applies.

10. If the discharge of the bankrupt is opposed, the trustee will apply to the Court without delay for an appointment for the hearing of the opposition in the manner prescribed by the Act unless it is a matter to be dealt with by mediation pursuant to subsection 170.1(4) of the Act.

Dated at the City of Mississauga in the Province of Ontario, this 2nd day of March 2021.

msi Spergel inc. - Licensed Insolvency Trustee
204 - 1425 Dundas St. E.
Mississauga ON L4X 2W4
Phone: (905) 602-4143 Fax: (905) 602-8879

District of Ontario
Division No. 09 - Mississauga
Court No. 32-2716661
Estate No. 32-2716661

-- FORM 79 --

Statement of Affairs (Non-Business Bankruptcy)
(Subsection 49(2) and 158(d) of the Act / Subsections 50(2) and 62(1) and Paragraph 66.13(2)(d) of the Act)

☒ Original ☐ Amended

In the matter of the bankruptcy of
Satnam Singh Pandal
of the City of Brampton, in the Province of Ontario
SUMMARY ADMINISTRATION

ASSETS						
Type of assets	Description (Provide details)	Estimated Dollar Value	Exempt Property		Secured Amount/ Liens	Estimated net realizable dollar value
			Yes	No		
1. Cash on Hand						
2. Furniture		1,000.00	x		0.00	0.00
3. Personal Effects	Other	1,000.00	x		0.00	0.00
4. Policies & RRSPs	Argosy Securities RRSP - 1J6-692S1	17,640.00	x		0.00	0.00
5. Securities						
6. Real Property or Immovable	House					
	Cottage					
	Land					
7. Motor Vehicles	Automobile					
	Motorcycle					
	Snowmobile					
	Other					
8. Recreational Equipment						
9. Taxes						
TOTAL		19,640.00			0.00	0.00

27-Feb-2021

Date

Satnam Singh Pandal
Bankrupt

District of Ontario
Division No. 09 - Mississauga
Court No. 32-2716661
Estate No. 32-2716661

FORM 79 -- Continued

LIABILITIES						
Liabilities type code (LTC): 1 Real Property or Immovable Mortgage or Hypothec 2 Bank Loans (except real property mortgage) 3 Finance Company Loans 4 Credit Cards Bank/Trust Companies Issuers 5 Credit Cards Other Issuers 6 Taxes Federal/Provincial/Municipal 7 Student Loans 8 Loans from Individuals 9 Other						
Creditor	Address including postal code	Account No.	Amount of debt			Enter LTC
			Unsecured	Secured	Preferred	
Capital One MasterCard Bankruptcies c/o FCT Default Solutions Attn: Insolvency Department	PO Box 2514, Stn B London ON N6A 4G9	5223 XXXX XXXX 6541	7,760.00	0.00	0.00	5
CIBC Visa - Bankruptcies c/o TECHCOM Managed Services	6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6	4500 XXXX XXXX 8528	14,255.00	0.00	0.00	4
First West Leasing Ltd. Contingent \$ = 1.00	6470 201 Street Langley City BC V2Y 2X4		1.00	0.00	0.00	9
Meridian Onecap Credit Corporation (formerly Roynat Lease Finance - Toronto) Attn: Chelsey Spence Contingent \$ = 1.00	800-40 Sheppard Ave W North York ON M2N 6K9		1.00	0.00	0.00	9
Ontario Superior Court of Justice Attn: The Filing office	50 Eagle St West Newmarket ON L3Y 6B1	CV-21-00000206-00 00	1.00	0.00	0.00	9
Pallett Valo LLP Attn: Frances Wales	300-77 City Centre Dr, West Tower Mississauga ON L5B 1M5	42112D	0.00	0.00	0.00	9
RBC Royal Bank Visa c/o BankruptcyHighway.com Attn: Razel Bowen Contingent \$ = 1.00	PO Box 57100 Etobicoke ON M8Y 3Y2	4514 XXXX XXXX 9315	1.00	0.00	0.00	4
RBC Royal Bank Visa c/o BankruptcyHighway.com Attn: Razel Bowen	PO Box 57100 Etobicoke ON M8Y 3Y2	4514 XXXX XXXX 5408	3,210.00	0.00	0.00	4
Scotiabank c/o Canaccede International Management Ltd. Contingent \$ = 1.00	PO Box 758 Stn B London ON N6A 4Y8	4538 XXXX XXXX 5022	1.00	0.00	0.00	4
TD Canada Trust C/O FCT Default Solutions	PO Box 2514, Station B London ON N6A 4G9	1181-3249045	15,075.00	0.00	0.00	2
TD Canada Trust C/O FCT Default Solutions Contingent \$ = 1.00	PO Box 2514, Station B London ON N6A 4G9	2032-5013073	1.00	0.00	0.00	2
TD Canada Trust C/O FCT Default Solutions Contingent \$ = 1.00	PO Box 2514, Station B London ON N6A 4G9	1181-5007100	1.00	0.00	0.00	2
TD Canada Trust C/O FCT Default Solutions Contingent \$ = 1.00	PO Box 2514, Station B London ON N6A 4G9	1968-9007100-09	1.00	0.00	0.00	2

27-Feb-2021

Date

Satnam Singh Pandal
Bankrupt

District of Ontario
Division No. 09 - Mississauga
Court No. 32-2716661
Estate No. 32-2716661

FORM 79 -- Continued

LIABILITIES						
Creditor	Address including postal code	Account No.	Amount of debt			Enter LTC
			Unsecured	Secured	Preferred	
TD Canada Trust C/O FCT Default Solutions Contingent \$ = 1.00	PO Box 2514, Station B London ON N6A 4G9	8144-9007100-01	1.00	0.00	0.00	2
TD Canada Trust Visa C/O FCT Default Solutions Contingent \$ = 1.00	PO Box 2514, Station B London ON N6A 4G9	4520 XXXX XXXX 6788	1.00	0.00	0.00	4
TD Canada Trust Visa C/O FCT Default Solutions Contingent \$ = 1.00	PO Box 2514, Station B London ON N6A 4G9	4520 XXXX XXXX 4988	1.00	0.00	0.00	4
TD Canada Trust Visa C/O FCT Default Solutions	PO Box 2514, Station B London ON N6A 4G9	4520 XXXX XXXX 7718	19,730.00	0.00	0.00	4
T-Pine Leasing Capital Corporation Contingent \$ = 1.00	6050 Dixie Road Mississauga ON		1.00	0.00	0.00	9
Wells Fargo Financial Retail Services c/o InSolve Global Credit Fund I, L.P Contingent \$ = 1.00	c/o TECHCOM Managed Services Inc 6-6150 Hwy 7, PO Box 487 Woodbridge ON L4H 0R6	460-9404728-001	1.00	0.00	0.00	9
	TOTAL	Unsecured	60,043.00			
	TOTAL	Secured		0.00		
	TOTAL	Preferred			0.00	
	TOTAL				60,043.00	

27-Feb-2021

Date

Satnam Singh Pandal
Bankrupt

District of Ontario
Division No. 09 - Mississauga
Court No. 32-2716661
Estate No. 32-2716661

FORM 79 -- Continued

INFORMATION RELATING TO THE AFFAIRS OF THE BANKRUPT				
A. PERSONAL DATA				
1. Family name: Pandal	Given names: Satnam Singh Gender: Male	Date of birth: YYYY / MM / DD 1972/08/31		
2. Also known as:				
3. Complete address, including postal code: 31 Heslop Circle Brampton ON L6R 0M8				
4. Marital status: Married (Specify month and year of event if it occurred in the last five years)				
5. Full name of spouse or common-law partner: Manjeet Kaur Pandal				
6. Name of present employer: None		Occupation: None (Unemployed)		
7A. Number of persons in household family unit, including bankrupt: 4				
7B. Number of persons 17 years of age or less: 2				
8. Have you operated a business within the last five years? Yes				
Business Name	Business Type	From	To	
Orbit Freight Ltd.	Truck Transportation	13-Feb-2012	15-Feb-2021	
Delta Carrier Inc.	Truck Transportation	25-Oct-2004	31-Jan-2021	
B. WITHIN THE 12 MONTHS PRIOR TO THE DATE OF THE INITIAL BANKRUPTCY EVENT, HAVE YOU, EITHER IN CANADA OR ELSEWHERE:				
9A. Sold or disposed of any of your property?		Yes		
9B. Made payments in excess of the regular payments to creditors?		No		
9C. Had any property seized by a creditor?		No		
C. WITHIN FIVE YEARS PRIOR TO THE DATE OF THE INITIAL BANKRUPTCY EVENT, HAVE YOU, EITHER IN CANADA OR ELSEWHERE:				
10A. Sold or disposed of any property?		No		
10B. Made any gifts to relatives or others in excess of \$500?		No		
D. BUDGET INFORMATION: Attach Form 65 to this Form.				
11A. Have you ever made a proposal under the Bankruptcy and Insolvency Act? Yes				
11B. Have you ever been bankrupt before in Canada? Yes				
(a) Filing Date and Location Satnam Singh Pandal	(b) Trustee/Admin Cooper & Company Ltd.	(c) Proposal Successful? No	(d) Date Certificate obtained Apr-25-2001	(e) OSB Number 32-109773
Jan-07-2000 North York, Ontario	Cooper & Company Ltd.	No	Apr-25-2001	32-109773
Oct-22-2002 North York, Ontario	Rumanek & Company Ltd.	-	Feb-19-2004	32-133118
12. Do you expect to receive any sums of money which are not related to your normal income, or any other property within the next 12 months? No				
13. If you answered Yes to any of questions 9, 10 and 12, provide details:				

27-Feb-2021

Date

Satnam Singh Pandal
Bankrupt

District of Ontario
Division No. 09 - Mississauga
Court No. 32-2716661
Estate No. 32-2716661

FORM 79 -- Concluded

9A:

Various vehicle that were being leased have been surrendered or seized by the secured lenders. I had personally guaranteed these leases. The lease shortfalls have yet to be determined but I expect the financial deficiencies will be significant. These debts have been listed as contingent debts.

14. Give reasons for your financial difficulties:

I owned and operated two trucking businesses and relied on credit facilities to fund the businesses from time-to-time. I also relied on credit facilities to help support my family as well as the businesses were by-in-large unprofitable. Unfortunately both companies failed and my vehicles have been repossessed or surrendered. My debt level, which will grow as I have personally guaranteed much of my corporate debt, is significant and I have no hope of ever repaying my creditors. I file this bankruptcy with a view to regain some financial stability for myself and my family.

I, Satnam Singh Pandal of the City of Brampton in the Province of Ontario, do swear (or solemnly declare) that this statement is, to the best of my knowledge, a full, true and complete statement of my affairs on the 27th day of February 2021, and fully discloses all property and transactions of every description that is or was in my possession or that may devolve on me in accordance with the Bankruptcy and Insolvency Act.

SWORN (or SOLEMNLY DECLARED)

before me at the City of Mississauga in the Province of Ontario, on this 27th day of February 2021.

Christopher Galea, Commissioner of Oaths
For the Province of Ontario
Expires June 27, 2022

27-Feb-2021

Date

Satnam Singh Pandal
Bankrupt

EXHIBIT "C"



Midtown Commercial Banking Centre
2 St. Clair Ave East Suite 500
Toronto, ON M4T 2T5
Telephone No.: (416) 983 6356
Fax No.: (416) 961 3124

December 1, 2020

ORBIT FREIGHT LTD.

Attention: Satnam Singh Pandal

Dear Mr. Pandal,

We refer to the Letter Agreement dated May 24, 2019, as amended from time to time, (the "Agreement") signed by you in relation to the credit facility (the "Facility") granted to you by the bank.

One of your obligations under the Agreement is: to provide Annual Review Engagement financial statements for Orbit Freight Ltd. within 120 calendar days of fiscal year end (starting fiscal year end 2020) (the "Obligation"). As at December 1, 2020 the Bank has not received the required financial reporting.

You are not in compliance with the Obligation and therefore are in Default of the Obligation. We wish to remind you that you are required to comply with this Obligation and with all of the terms and conditions of the Agreement at all times.

We would be pleased to discuss the aforementioned with you at your convenience. Please direct any queries or comments to the attention of the writer.

Yours truly,

THE TORONTO-DOMINION BANK

A handwritten signature in black ink, appearing to read 'Kirk Pedersen', written over a horizontal line.

Kirk Pedersen
Analyst, Commercial Banking

A handwritten signature in black ink, appearing to read 'Ben McKeown', written over a horizontal line.

Ben McKeown
Manager, Commercial Credit



Financial Restructuring Group
3140 Dufferin Street
Toronto, Ontario M6A 2T1
Telephone No: (416) 785-5149
Fax No: (416) 785-5082

March 2, 2021

Orbit Freight Ltd. ¹⁰⁷⁰
1704 Meyerside Dr. Unit 1-2
Mississauga, Ontario
L5T 1A3

Attention: Sam Pandal

Dear Mr. Pandal:

We refer to the Letter Agreement dated May 24, 2019, as amended from time to time, (the "Agreement") signed by you in relation to the credit facility (the "Facility") granted to you by the Bank.

Obligations under the Agreement (the "Obligations") include:

CREDIT LIMIT

- 1) Ensure outstanding advances under Facility #1 including the face amount of any outstanding undrawn L/Cs, L/Gs, will be at all times the lesser of:
 - (i) CAD\$1,200,000
 - (ii) 75% of Accounts Receivable net of any accounts aged greater than 90 days, related party accounts, contra accounts, priority (subcontractor driver) payables and source deductions.

For the month of December 2020 you had a borrowing base shortfall in the amount of \$69,000.

You are in default of the Obligations and the Bank does not waive compliance with the Obligations. Please be advised that the Bank preserves all rights and remedies under any and all agreements and security provided in connection with the Facility. If you fail to rectify the default to the complete satisfaction of the Bank, the Bank will exercise any or all rights and remedies under such agreements and security, and/or such rights and remedies as may otherwise be available to it at law.

If you have any queries or comments, please do not hesitate to contact the writer.

Yours truly,

THE TORONTO-DOMINION BANK

Michelle Benoy
Account Manager

Peter Hanke
Manager Commercial Credit

Internal

Internal

EXHIBIT "D"



Commercial Banking

Midtown
2 St Clair Ave E Suite 500
Toronto, ON
M4T 2T5
Telephone No.: (416) 983 7458
Fax No.: (416) 961 3124

May 24, 2019

ORBIT FREIGHT LTD.

Attention: Satnam Singh Pandal

Dear Mr. Pandal,

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

BORROWER

ORBIT FREIGHT LTD. (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Midtown branch, in Toronto, ON.

CREDIT LIMIT

- 1) Amounts outstanding under the Facility, including the face amount of any outstanding undrawn L/Cs and L/Gs will at all times be the lesser of :
 - i) CAD\$1,200,000 AND
 - ii) The TOTAL of 75% of the Accounts Receivable Value net of accounts aged greater than 90 days, related party accounts, contra accounts, priority (subcontractor driver) payables and source deductions
- 2) CAD\$180,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility".

TYPE OF CREDIT AND BORROWING OPTIONS

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

PURPOSE

- 1) For day-to-day working capital financing
- 2) To take-out existing BDC loans

TENOR

- 1) Uncommitted
- 2) Committed

CONTRACTUAL TERM

- 2) 36 months from the date of drawdown

RATE TERM (FIXED RATE TERM LOAN)

- 2) Fixed rate: 12-36 months but never to exceed the Contractual Term Maturity Date
Floating rate: No term

AMORTIZATION

- 2) 36 months

INTEREST RATES AND FEES

Advances shall bear interest and fees as follows:

- 1) **Operating Loan:**
 - Prime Based Loans: Prime Rate + 2.000% per annum
- 2) **Committed Reducing Term Facility:**
 - Fixed Rate Term Loans: Interest Rate to be determined by the Bank, in its sole discretion, for the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
 - Floating Rate Term Loans available by way of:
 - Prime Based Loans: Prime Rate + 2.000% per annum

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

Interest on Fixed Rate Term Loans under Facility 2 is compounded and payable in arrears.

ARRANGEMENT FEE

The Borrower has paid or will pay prior to any drawdown hereunder a non-refundable arrangement fee of CAD\$5,000.



**ADMINISTRATION
FEE**

CAD\$175 per month.

RENEWAL FEE

CAD\$1,500 per annum.

EXCESS MONITORING FEE

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

DRAWDOWN

Assigned

Facilities Description

- 10) The Borrower can use the Facility on a revolving basis
- 20) One time drawdown after which time any amount not drawn is cancelled. Amounts repaid may not be redrawn.

Facility 20 will be a "tranche" and will bear its own interest rate and repayment terms as set out in the Rate and Payment Terms Notice delivered by the Bank to the Borrower in respect of that drawdown.

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

OVERDRAFTS

The Borrower will have access to Prime Based Loans under the Operating Loan via overdraft from Account Number 5007100 at Branch 1181 (the "Account") up to the Credit Limit.

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

Assigned

Facilities Description

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

SP

PREPAYMENT

Assigned Facilities	Description
--------------------------------	--------------------

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

SECURITY

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

- a) General Security Agreement ("GSA") representing a First charge on all the present and after acquired personal property of Orbit Freight Ltd.
- b) Personal Guarantee of Advances
 - Unlimited
 - Executed by SATNAM SINGH PANDAL (the "Guarantor")
- c) Postponement and Assignment of Creditor's Claim executed by SATNAM SINGH PANDAL.
- d) Assignment of adequate Insurance over Orbit Freight Ltd.

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

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

DISBURSEMENT CONDITIONS

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

Assigned Facilities	Description
--------------------------------	--------------------

- | | |
|------|---|
| All) | All security & documentation to be on hand and in good order. |
| 1) | Satisfactory bank review of a recent Accounts Receivable and Payable listing. |

REPRESENTATIONS AND WARRANTIES

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

POSITIVE COVENANTS

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

Assigned Facilities Description

All) Maintain all bank accounts with TD.

NEGATIVE COVENANTS

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

REPORTING

The Borrower agrees to provide the following reporting:

- a) Annual review engagement financial statements for Orbit Freight Ltd. within 120 calendar days of fiscal year end (starting fiscal year end 2020).
- b) Aged Accounts Receivables and Payables listing within 25 calendar days after each month end.
- c) Updated personal net worth statements from the guarantor as required and at a minimum of every 3 years.

The Borrower acknowledges that the financial reporting obligations contained herein, including the submission of the financial statements to the Bank on a timely basis, constitute a material condition precedent to the Bank providing the credit facilities contemplated herein. Should the Borrower fail to fulfill such obligations within the delays set forth herein and such default is not remedied within 10 days from the date of the Bank's written notice to the Borrower setting forth the nature of the default, then the Borrower shall be deemed to have committed an "Event of Default" as hereinafter defined.

PERMITTED LIENS

Permitted Liens as referred to in Schedule "A".

FINANCIAL COVENANTS

The Borrower agrees at all times to:

- a) Maintain a Debt Service Coverage ratio (DSC) of not less than 120% to be maintained and tested annually. The DSC is calculated as follows:

$$(\text{EBITDA}^* - \text{Unfinanced Capex}) / (\text{Principal} + \text{Interest on all debt inclusive of Capital Leases})$$

*EBITDA is defined as Earnings before Interest, Taxes, Depreciation & Amortization

JP

- b) Maintain a Debt to Tangible Net Worth ratio of not greater than 3.00:1 to be tested annually.

Debt is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower.

Tangible Net Worth is defined as shareholder's equity plus loans made by the shareholders to the Borrower less loans to its shareholders, employees and other related parties and less intangible assets including without limitation, goodwill, research and development, franchises, patents and trademarks.

EVENTS OF DEFAULT

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

ANCILLARY FACILITIES

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

- 1) TD Visa Business cards for an aggregate amount of \$50,000.

AVAILABILITY OF OPERATING LOAN

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

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

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

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

We trust you will find these facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the Standard Terms and Conditions), please do so by signing and returning the attached duplicate copy of this letter to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before **June 30, 2019**.

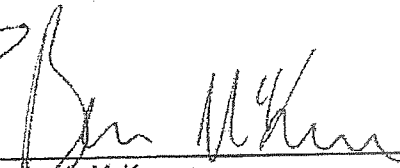


Yours truly,

THE TORONTO-DOMINION BANK




Alex Lee
Senior Account Manager



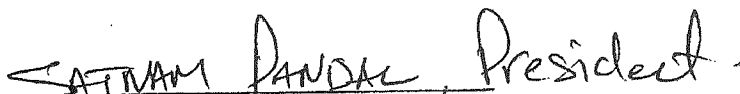
Benjamin McKeown
Manager Commercial Credit

TO THE TORONTO-DOMINION BANK:

ORBIT FREIGHT LTD. hereby accepts the foregoing offer this 24th day of May, 2019. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.



Signature



Satnam Pandak, President
Print Name & Position

cc. Guarantor(s)

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



SCHEDULE A
STANDARD TERMS AND CONDITIONS

1. INTEREST RATE DEFINITIONS

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

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

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

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

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

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

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

2. INTEREST CALCULATION AND PAYMENT

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

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

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

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

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

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

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

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

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

3. DRAWDOWN PROVISIONS

Prime Based and USBR Loans

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

B/As

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

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

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

LIBOR and CDOR

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

L/C and/or L/G

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

B/A, LIBOR and CDOR - Conversion

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

B/A, LIBOR and CDOR – Market Disruption

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

Cash Management

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

Notice

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

4. PREPAYMENT

Fixed Rate Term Loans

10% Prepayment Option Chosen.

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

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

10% Prepayment Option Not Chosen.

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

Floating Rate Term Loans

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

5. STANDARD DISBURSEMENT CONDITIONS

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

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

6. STANDARD REPRESENTATIONS AND WARRANTIES

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

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

7. STANDARD POSITIVE COVENANTS

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

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



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

8. STANDARD NEGATIVE COVENANTS

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

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

9. ENVIRONMENTAL

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



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

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

10. STANDARD EVENTS OF DEFAULT

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

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



11. ACCELERATION

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

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

12. INDEMNITY

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

13. TAXATION ON PAYMENTS

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

14. REPRESENTATION

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

15. CHANGING THE AGREEMENT

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

16. ADDED COST

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

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

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

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

17. EXPENSES

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

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

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

18. NON WAIVER

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

19. EVIDENCE OF INDEBTEDNESS

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

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

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

20. ENTIRE AGREEMENTS

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

21. NON-MERGER

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

22. ASSIGNMENT

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

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

23. RELEASE OF INFORMATION

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

24. FX CLOSE OUT

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

25. SET-OFF

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

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



26. SEVERABILITY

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

27. MISCELLANEOUS

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

28. DEFINITIONS

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

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

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

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

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

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

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

"Face Amount" means, in respect of:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "E"



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

LOAN AGREEMENT #20008660

Date: June 22, 2020

Lender TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TD Equipment Finance")

Borrower ORBIT FREIGHT LTD. (the "Borrower")

Borrower's Address 1704 MEYERSIDE DRIVE UNIT 1-2
MISSISSAUGA ON L5T 1A3

Credit Limit The borrowings not to exceed: **Four hundred ninety-three thousand eight hundred seventy dollars and twelve cents (\$493,870.12)**

Type of Credit and Borrowing Options Equipment Financing Term Facility available by way of a Fixed Rate Term Loan in Canadian Dollars

Term 72 months from the date of drawdown;

Amortization 6 years

Interest Rate Fixed Rate - 4.45% per annum

Administration Fee The Borrower has paid or will pay prior to a drawdown hereunder a non-refundable administration fee of \$750.00

Guarantor(s), if applicable

Drawdown One time drawdown prior to **July 6, 2020**. Amounts repaid may not be redrawn.

Repayment Interest shall be computed from the day of the drawdown. The principal and interest shall be repaid in

72 Monthly payment(s) of	\$7,828.36 CAD
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commencing on the 23rd day of **July, 2020** and continuing on a **Monthly** basis period thereafter. The balance, if any, of the principal and interest shall be paid on or before the last day of the Term period. Each installment shall be applied first in payment of interest and the balance, if any, shall be applied in reduction of principal

No Prepayment Except as expressly provided for herein, or as otherwise agreed to by TD Equipment Finance in writing (and on terms and conditions set by TD Equipment Finance in its sole and absolute discretion), the Borrower shall have no right to prepay the outstanding principal in whole or in part during the Term.

Security The following documentation ("Security") shall be provided and shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower to TD Equipment Finance, shall be registered in first position, and shall be on TD Equipment Finance's standard form, supported by resolutions and Solicitor's Letter of Opinion, if required, all acceptable to TD Equipment Finance:

- Security Agreement for Specified Assets ("Security Agreement")
- Sublease Addendum (if applicable)
- Postponement of Shareholders Loans (if applicable)

Such other security as may be reasonably required by TD Equipment Finance and its legal counsel.

Disbursement Conditions The obligation of TD Equipment Finance to permit the drawdown hereunder is subject to the following Disbursement Conditions:
TD Equipment Finance shall have received the following documents which shall be in form and substance satisfactory to TD Equipment Finance:

- Duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Loan Agreement;
- Duly executed original copies of all required Security
- Duly executed copy of this Loan Agreement;
- Executed Letter of Direction re disbursement of the drawdown;
- Pre-Authorized Debit (PAD) Agreement
- Confirmation of Insurance of PL/PD coverage with TD Equipment Finance noted as loss payee;
- Confirmation that all Collateral (as defined in the Security Agreement for Specified Assets) to be domiciled in Canada
- Delivery and Acceptance Certificate
- Confirmation of PPSA/RDPRM registration
- Subordination/Priorities Agreements or Postponement on specific equipment (if applicable)
- Confirmation that all applicable taxes to be paid up front by Borrower
- A copy of the Borrower's most recent quarterly financial statements, TD Equipment Finance credit review of Collateral to confirm satisfactory including copy of invoice, full description of Collateral and amortization schedule based on proposed Collateral.
- Any additional security as required by TD Equipment Finance

The representations and warranties contained in the Security Agreement for Specified Assets are true and correct.

Events of Default TD Equipment Finance may accelerate the payment of principal and interest under this Loan Agreement, at any time after the occurrence of any one of the following Events of Default:

- a) Non-payment of principal outstanding under this Loan Agreement when due or non-payment of interest or fees outstanding under this Loan Agreement within 3 Business Days of when due;

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- b) If there is a breach or non-performance or non-observance of any term or condition of this Loan Agreement or the Security and, if such default is capable of being remedied, the default continues unremedied for 5 Business Days after the occurrence.
- c) If the Borrower makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower or if the Borrower is insolvent or declared bankrupt.
- d) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money entered into by the Borrower.
- e) If the Security is not enforceable or if any party to the Security shall dispute or deny any liability or any of its obligations under the Security.

"Business Day" means any day (other than a Saturday or Sunday) that TD Equipment Finance is open for business.

Collection Charges and Interest:

Should the Borrower fail to pay when due the whole or any part of any payments or any other sum owed by Lender under this Loan Agreement, the Borrower shall pay to TD Equipment Finance in addition thereto, a collection charge equal to the greater of ten dollars (\$10.00) for each month or part thereof for which said payment or other sum shall be overdue, or the interest on any and all overdue payments and amounts in default from date thereof until paid in full at the rate of eighteen percent (18%) per annum (or such other rate as may be notified to the Borrower from time to time) calculated and compounded monthly. Such collection charges shall be due and payable on demand. TD Equipment Finance shall have the right to deduct such collection charges and interest from any payment received before crediting the balance of such payment to the debt owed by the Borrower, other overdue payments and amounts in default. The Borrower further agrees to pay to TD Equipment Finance a fee for cheques returned due to non-sufficient funds or other reasons (an "NSF Cheque") to reimburse TD Equipment Finance for its time and expense incurred with respect to an NSF Cheque. Such NSF charge shall be \$48.00 (which amount is subject to change at the sole discretion of TD Equipment Finance). If any provision of this Loan Agreement would obligate the Borrower to make any payment of interest or other amount payable to TD Equipment Finance in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by TD Equipment Finance of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by TD Equipment Finance of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- (1) firstly, by reducing the amount or rate of interest required to be paid to TD Equipment Finance under this Loan Agreement, and
- (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to TD Equipment Finance which would constitute "interest" for purposes of Section 347 of the Criminal Code (Canada).

Acceleration

If TD Equipment Finance accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to TD Equipment Finance all amounts outstanding hereunder.

Evidence of Indebtedness

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

Information Attestation

All information that the Borrower has provided to TD Equipment Finance respecting, where applicable:

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

is accurate and complete.

TD Equipment Finance reserves the right to request from the Borrower updated information and/or additional supporting information.

Assignment

TD Equipment Finance may assign or grant participation in all or part of this Loan Agreement or in any loan made hereunder without notice to and without the Borrower's consent. The Borrower may not assign or transfer all or any part of its rights or obligations under this Loan Agreement.

Expenses

Borrower shall pay TD Equipment Finance all reasonable fees including but not limited to all reasonable legal and documentation fees and expenses incurred by TD Equipment Finance in establishing, completing its due diligence, documenting and monitoring the loan as well as the expenses of TD Equipment Finance in connection with the enforcement of its rights under this Loan Agreement whether or not the final loan and security documentation are executed or any amounts are advanced.

Consent to the Collection, Use and/or Disclosure of Information - Individuals

In this section, "you" means: (i) any individual, or that individual's authorized representative, who is the Borrower; (ii) any individual who is a partner of the Borrower; and (iii) the signing authorities, as identified to us, of the Borrower. In this section and in the section, "Consent to the Collection and/or Disclosure of Information - Business Customer (other than an Individual)" below, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, including TD Equipment Finance, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the Borrower. You agree that, at the time you request to begin a relationship with us and during the course of your relationship with us, we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available online at td.com, including for, but not limited to, the purposes of identifying you, providing you with ongoing service, helping us serve you



better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided to us, or by ATM, internet, mail, email and other methods. To understand how you can withdraw your consent, refer to the "Marketing Purposes" section of the Privacy Agreement or contact us at 1-866-567-8888. If:

- a) there are changes to the signing authorities of the Borrower; or
- b) at the time of entering into this Loan Agreement, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of TD; or
- c) at the time of entering into this Loan Agreement the Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of TD;

then the Borrower, agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, b) and c) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of \$75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

Consent to the Collection and/or Disclosure of Information – Business Customer (other than an Individual)

In this section, "you" means the business customer that is not an individual. In addition to any rights TD may have regarding the collection and disclosure of your information, you authorize TD to obtain information about you from, and disclose information about you to, our world-wide affiliates, other lenders, credit reporting or credit rating agencies, credit bureaus and any supplier, agent or other party that performs services for you or on TD's behalf.

Customer Resolution Process

If the Borrower has a problem or concern the Borrower may contact TD Equipment Finance toll free at 1-800-263-3216, by email at tdcfacs@td.com or the Borrower may visit TD Equipment Finance at 2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7. For a more detailed overview of TD Equipment Finance's complaint process visit www.td.com. Financial Consumer Agency of Canada (FCAC) – If the Borrower has a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the Borrower can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation.

English Language

The parties hereto confirm their express wish that this Loan Agreement as well as all other documents related hereto, including schedules and notices, be drawn up in the English language only; les parties aux présentes confirment leur volonté expresse de voir la présente entente de prêt de même que tous les documents, y compris tous les annexes et avis, s'y rattachant, rédigés en langue anglaise seulement.

We trust you will find this credit facility helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing, please do so by signing and returning this Loan Agreement to the undersigned. This offer will expire if not accepted in writing and received by TD Equipment Finance on or before **July 6, 2020**.

Yours truly,
TD Equipment Finance Canada, a division of
The Toronto-Dominion Bank

Per: _____

Name/Title: _____

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

The Borrower hereby accepts the foregoing offer this 22 day June, 2020. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

(Borrower):

ORBIT FREIGHT LTD.

Per: 

Name/Title: SARAH PANKAJ / President

Per: _____

Name/Title: _____

cc. Guarantor(s)

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



Letter of Direction

Attached to and forming an integral part of Loan Agreement

#20008660 dated June 22, 2020


TO: TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank ("TD Equipment Finance")

FROM: ORBIT FREIGHT LTD. ("Borrower")

RE: Direction to Pay \$493,870.12 (the "Advance")

To: CERVUS EQUIPMENT (AYR) ("Vendor") \$493,870.12 (the "Advance")

TD Equipment Finance is hereby irrevocably authorized and directed to pay the Advance to Vendor and this shall be TD Equipment Finance's good and sufficient authority for doing so.

ORBIT FREIGHT LTD.		Date: June 22, 2020
Borrower's Name		
<i>The undersigned affirms that he/she/they is/are duly authorized to execute this Letter of Direction on behalf of Borrower. (Borrower must determine the required number of corporate signatories. Witnesses are mandatory if the Borrower is an individual.)</i>		
By: 	By: _____	
Name/Title: <u>SATNAM DANDIA / President</u>	Name/Title: _____	

Witness (if the Borrower is an individual):

Signature: _____

Name/Address of Witness: _____





Schedule "B"

TD EQUIPMENT FINANCE CANADA,

A division of The Toronto-Dominion Bank

PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

This PAD Agreement is attached to and forms part of Loan Agreement No. 20008660 (the "Agreement") between ORBIT FREIGHT LTD. (the "Borrower") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TD Equipment").

Borrower authorizes TD Equipment to debit the account indicated below or such other replacement account as indicated on a new void specimen cheque provided by Borrower (each a "PAD Account"), with the amount of each loan payment on the due date thereof (specified in the "Repayment" section of the Agreement) and all other amounts due by Borrower to TD Equipment from time to time pursuant to the terms and conditions of the Agreement. **Borrower waives any right to receive pre-notification of the amount or due dates of any PAD.**

Borrower acknowledges that this authorization is for business pre-authorized debits ("PADs") and is being provided for TD Equipment's benefit and the benefit of the financial institution where the PAD Account is held (the "Processing Institution"), and is being provided in consideration of such Processing Institution agreeing to process pre-authorized debit requests against the PAD Account in accordance with the rules of the Canadian Payments Association.

Name and Address of Borrower's Financial Institution (Processing Institution):

Processing Institution Number:

Transit Number:

Account Number:

(Attach sample void cheque)

Borrower acknowledges that delivery of this authorization to TD Equipment constitutes delivery by Borrower to the Processing Institution. Borrower agrees that the Processing Institution is not required to verify that each PAD submitted by TD Equipment has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring a PAD.

Borrower may change or cancel this authorization at any time on fifteen (15) days prior written notice to TD Equipment. Borrower understands that this PAD Agreement only applies to the method of payment under the Agreement and neither this authorization nor the cancellation thereof affects Borrower's obligations to TD Equipment under the Agreement. To obtain a sample cancellation form, or for more information on Borrower's right to cancel a PAD Agreement, Borrower may contact its financial institution or visit www.cdnpay.ca.

Borrower has certain recourse rights if any debit does not comply with this PAD Agreement such as the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on recourse rights, Borrower may contact its financial institution or visit www.cdnpay.ca.

Borrower will notify TD Equipment promptly in writing of any change to the PAD Account at least two (2) weeks prior to the next due date of a PAD.

Borrower acknowledges that Borrower has received a signed copy of this PAD Agreement.

Contact Information:

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

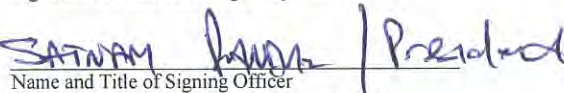
Date: June 22, 2020

Borrower's Name:

ORBIT FREIGHT LTD.



Signature of Authorized Signatory



Name and Title of Signing Officer
(Complete only if Borrower is a Corporation)

Signature of Authorized Signatory

Name and Title of Signing Officer
(Complete only if Borrower is a Corporation)



EXHIBIT "F"



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

Branch of the Bank: 2 St. Clair Avenue East, Toronto, Ontario, M4T 2V4 (Branch #1968)

Granted By: ORBIT FREIGHT LTD.

(the "Grantor")

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

1. Security Interest

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

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

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

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

2. Obligations Secured

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

3. Definitions

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

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

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

"Control Agreement" means:

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

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

4. Representations & Warranties

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

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

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

5. Covenants

The Grantor covenants and agrees with the Bank that:

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

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

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

6. Survival of Representations and Warranties and Covenants

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

7. Performance of Covenants by The Bank

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

8. Securities, Investment Property

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

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

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

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

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

9. Dealing with Security Interest

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

10. Deposits and Credit Balances

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

11. Events of Default

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

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

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

12. Remedies

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

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

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

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

13. Environmental License and Indemnity

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

14. Miscellaneous

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

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

IN WITNESS WHEREOF the Grantor has executed this Agreement this 27th day of June, 2019.

ORBIT FREIGHT LTD.

Per: 

(authorized signature) Satnam Singh Pandal - President

I have the authority to bind the Corporation.

Per: _____

(authorized signature)

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Witness as to execution

SCHEDULE "A"
DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
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LOCATION OF COLLATERAL

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

1704 Meyerside Drive, Units 1 & 2, Mississauga, Ontario, L5T 1A3

SPECIFIED COLLATERAL (Ontario only)

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

Additional Covenants of Customer Applicable to Above Collateral:

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

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

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

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of Orbit Freight Ltd.

on the 27th day of June, 2019 and that the said Resolution is now in full force and effect.

~~Secretary~~ Satnam Singh Pandal - President

C/S

EXHIBIT "G"



TD Bank Group
SECURITY AGREEMENT FOR SPECIFIED
ASSETS #20008660

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

Branch of the Bank: 2020 Winston Park Drive, Suite 301, Oakville, ON L6H 6X7

Granted By: **ORBIT FREIGHT LTD.**

(the "Grantor")

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

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns, mortgages, charges and pledges (collectively the "Security Interest") to the Bank, the personal property of the Grantor described or referred to in Schedule "A" together with the Proceeds (collectively called the "Collateral").

2. Obligations Secured

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

3. Definitions

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

- (b) The following terms shall have the respective meanings set out below:

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

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

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

"Proceeds" means all proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the Collateral or the proceeds therefrom or that indemnifies or compensates for damage or loss to the Collateral or the proceeds therefrom.

4. Representations & Warranties

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

- (a) **Location of Head Office.** The address of the Grantor's chief executive office is set out below the name of the Grantor on the signature page of this Agreement.
- (b) **Location of Collateral.** The Grantor will keep the Collateral at the address(es) specified in Schedule "A", or if left blank, at the address(es) specified on the signature page of this Agreement or such other locations as have been agreed to by the Bank in writing.
- (c) **Collateral Free and Clear.** The Collateral is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption; and
- (d) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected.

5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name, amalgamate with any other Person, or move any of the Collateral from the address(es) set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or the Collateral; (ii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; and (iii) any loss or damage to the Collateral or any material adverse change in the value of the Collateral;

- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (e) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein;
- (f) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (g) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any books and records to make them available, in a readable form, upon the request of the Bank;
- (h) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral without the express prior written consent of the Bank;
- (i) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (j) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement, and
- (k) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenant

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

7. Performance of Covenants by the Bank

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

8. Dealing with Security Interest

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

9. Events of Default

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

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

10. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:
 - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;
 - (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
 - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral;
 - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
 - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
 - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
 - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
 - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
 - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
 - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank;
 - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the value of the Collateral, and to review the options available to the Bank; and
 - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of the Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made as may be required by the PPSA.
- (e) The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things

(including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

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

11. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby shall (i) extend to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.
- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 10(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (o) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (p) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (q) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 22nd day of June, 2020.

ORBIT FREIGHT LTD.

Per: 
(authorized signature)

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Witness as to execution

Signature: _____
Name: _____

Address of Grantor: _____

Signature: _____
Name: _____

Address of Grantor: _____

SCHEDULE "A"

THE COLLATERAL IS NOW AND WILL HEREAFTER BE LOCATED AT THE FOLLOWING ADDRESS(ES) (include Street/Town/City/Province): *{If the Collateral is customarily used in more than one location, list each location}*

LOCATION OF COLLATERAL

1704 MEYERSIDE DRIVE UNIT 1-2, MISSISSAUGA ON L5T 1A3

DESCRIPTION OF COLLATERAL

QUANTITY	DESCRIPTION	SERIAL NUMBER (IF APPLICABLE)
	2021 PETERBILT 567 Truck with Lanau 20ft 6 x 48 x 54 Dump Body (S/N 0220SH0187)	1NPCX4TX8MD736670
	2021 PETERBILT 567 Truck with Lanau 20ft 6 x 48 x 60 Dump Body (S/N 0320SH0282)	1NPCX4TX5MD736674

EXHIBIT "H"

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 3/2/2021
File Currency Date: 02/28/2021
Family(ies): 15
Page(s): 81

SEARCH : Business Debtor : ORBIT FREIGHT LTD.

Report Type: PPSA VERO

Transaction ID: 23802216

The attached report has been created based on the data received by Cyberbahn from the Province of Ontario, Ministry of Government Services.

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Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA.
A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
IN RESPECT OF THE FOLLOWING:

Note: Viewing of this report is optimized in landscape mode.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

SEARCH : Business Debtor : ORBIT FREIGHT LTD.

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34

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

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

ENQUIRY NUMBER 20210301085912.34 CONTAINS 81 PAGE(S), 15 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

TRANSACTIONID=23802216

CONTINUED... 2

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		762921162	
	CAUTION FILING	PAGE NO. 001	TOTAL PAGES 4	
01	DATE OF BIRTH	FIRST GIVEN NAME	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER 20200622 1528 1793 2982 P PPSA 7
02	DEBTOR NAME	BUSINESS NAME	ORBIT FREIGHT LTD.	
03				ONTARIO CORPORATION NO. ON L5T1A3
04	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DRIVE UNIT 1-2	MISSISSAUGA
05	DEBTOR NAME	BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME	
06				ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT		THE TORONTO-DOMINION BANK	
09	ADDRESS		2020 WINSTON PARK DRIVE, SUITE 301	OAKVILLE ON L6H6X7
	COLLATERAL CLASSIFICATION			
10	CONSUMER	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
		X	X	
	YEAR MAKE	MODEL		V.I.N.
11	MOTOR	2021 PETERBILT	567	1NPCX4TX8MD736670
12	VEHICLE	2021 PETERBILT	567	1NPCX4TX5MD736674
13	GENERAL	(1) ONE NEW 2021 PETERBILT 567 (VIN 1NPCX4TX8MD736670)	TRUCK WITH	
14	COLLATERAL	LANAU 20FT 6 X 48 X 54 DUMP BODY (S/N 0220SH0187)		
15	DESCRIPTION			
16	REGISTERING AGENT		PPSA CANADA INC.	
17	ADDRESS		110 SHEPPARD AVE EAST, SUITE 303	TORONTO ON M2N6Y8
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***			
	CONTINUED... 3			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
762921162

CAUTION FILING
NO. OF PAGES
002 4

TOTAL
PAGES
4

MOTOR VEHICLE
SCHEDULE
20200622 1528 1793 2982

REGISTRATION
NUMBER
20200622 1528 1793 2982

REGISTERED
UNDER

REGISTRATION
PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR

03

NAME

BUSINESS NAME

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

05

DEBTOR

06

NAME

BUSINESS NAME

07

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

08

SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

2020 WINSTON PARK DRIVE, SUITE 301

OAKVILLE

ON

L6H6X7

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

(1) ONE NEW 2021 PETERBILT 567 (VIN 1NPCX4TX5MD736674) TRUCK WITH

14

COLLATERAL

LANAU 20FT 6 X 48 X 60 DUMP BODY (S/N 0320SH0282)

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

4

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
762921162

CAUTION NO. OF PAGES
FILING 003 4

DATE OF BIRTH
20200622

FIRST GIVEN NAME
INITIAL SURNAME

MOTOR VEHICLE SCHEDULE
20200622 1528 1793 2982

REGISTRATION NUMBER
20200622 1528 1793 2982

REGISTERED UNDER
20200622 1528 1793 2982

REGISTRATION PERIOD
20200622 1528 1793 2982

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17

DEBTOR NAME

BUSINESS NAME

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL SURNAME

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF MATURITY

OR

NO FIXED

MATURITY DATE

YEAR MAKE

MODEL

MOTOR VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ADDRESS

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

CONTINUED...

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 762921162	CAUTION FILING	PAGE NO. OF 004	TOTAL PAGES 4	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	20200622	1528	1793	2982
02	DEBTOR NAME	BUSINESS NAME	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.	
03	DATE OF BIRTH	BUSINESS NAME	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.	
04	DEBTOR NAME	BUSINESS NAME	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.	
05	SECURED PARTY / LIEN CLAIMANT	BUSINESS NAME	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.	
06	DATE OF BIRTH	BUSINESS NAME	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.	
07	COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED
08	YEAR	MAKE	MODEL	V.I.N.				
09	MOTOR VEHICLE	GENERAL	COLLATERAL	DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.				
10	DESCRIPTION	REGISTERING	AGENT	ADDRESS				
11	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***							

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		753071643	
	CAUTION FILING	PAGE NO. 01	TOTAL PAGES 004	
01	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL SURNAME
02	DEBTOR		ORBIT FREIGHT LTD	
03	NAME			
04	ADDRESS		1704 MEYERSIDE DRIVE UNIT 1	MISSISSAUGA
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	
05	31AUG1972		S	PANDAL
06	BUSINESS NAME			
07	ADDRESS		31 HESLOP CRICLE	BRAMPTON
08	SECURED PARTY / LIEN CLAIMANT		MERCADO CAPITAL CORPORATION	
09	ADDRESS		SUITE 1900 13450 102ND AVENUE	SURREY
	COLLATERAL CLASSIFICATION			
	CONSUMER			
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
	X	X	X	X
	YEAR MAKE	MODEL	V.I.N.	
11	2016 FREIGHTLINER		1FUJGLD58GLGZ1435	
12	VEHICLE			
13	GENERAL		TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,	
14	COLLATERAL		SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS	
15	DESCRIPTION		IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH	
16	REGISTERING		MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION	
	AGENT			
17	ADDRESS		1900 - 13450 102 AVENUE	SURREY
			*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	
			CONTINUED...	
			7	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		753071643	
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	
		02	004	
01	DATE OF BIRTH		FIRST GIVEN NAME	REGISTRATION NUMBER
			INITIAL SURNAME	20190705 1707 1462 0729 P PPSA 5
02	DEBTOR NAME		BUSINESS NAME	
03			BUSINESS NAME	
04	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL SURNAME
	ADDRESS			
05	DEBTOR NAME		BUSINESS NAME	
06			BUSINESS NAME	
07	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL SURNAME
	ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT			
09	COLLATERAL CLASSIFICATION			
	CONSUMER			
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT
				DATE OF MATURITY OR MATURITY DATE
	YEAR MAKE	MODEL		
		V.I.N.		
11	MOTOR VEHICLE			
12	GENERAL			
13	THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE			
14	MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION			
15	REGISTERING			
16	AGENT			
17	ADDRESS	1900 - 13450 102 AVENUE	SURREY BC	V3T5Y1
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***			
	CONTINUED...			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		753071643	
	CAUTION FILING	PAGE NO. OF PAGES	TOTAL PAGES	
		03	004	
01	DATE OF BIRTH		FIRST GIVEN NAME	REGISTRATION NUMBER
			INITIAL SURNAME	20190705 1707 1462 0729 P PPSA 5
02	DEBTOR NAME		BUSINESS NAME	
03			BUSINESS NAME	
04	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL SURNAME
	ADDRESS			
05	DEBTOR NAME		BUSINESS NAME	
06			BUSINESS NAME	
07	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL SURNAME
	ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT			
09	COLLATERAL CLASSIFICATION			
	CONSUMER	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT
10				DATE OF MATURITY OR MATURITY DATE
	YEAR MAKE	MODEL	V.I.N.	
11	MOTOR VEHICLE			
12	GENERAL			
13	COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF			
14	TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER			
15	PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE			
16	REGISTERING MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION			
17	AGENT	ADDRESS	1900 - 13450 102 AVENUE	SURREY BC V3T5Y1
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***			
	CONTINUED...			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 753071643	CAUTION FILING	PAGE NO. 04	TOTAL PAGES 004	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER 20190705 1707 1462 0729	REGISTERED UNDER P PPSA	REGISTRATION PERIOD 5
01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR NAME	BUSINESS NAME	ONTARIO CORPORATION NO.					
04	DATE OF BIRTH	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR NAME	BUSINESS NAME	ONTARIO CORPORATION NO.					
06	DATE OF BIRTH	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME			
07	SECURED PARTY / LIEN CLAIMANT	ADDRESS	ONTARIO CORPORATION NO.					
09	COLLATERAL CLASSIFICATION CONSUMER	ADDRESS						
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE			
11	YEAR MAKE	MODEL	V.I.N.					
12	MOTOR VEHICLE							
13	GENERAL	COLLATERAL OR PROCEEDS OF THE COLLATERAL.						
14	COLLATERAL							
15	DESCRIPTION	MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION						
16	REGISTERING AGENT	ADDRESS	1900 - 13450 102 AVENUE	SURREY	BC	V3T5Y1		
17			*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***		CONTINUED... 10			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	752844618										
	CAUTION FILING	PAGE NO. 001	TOTAL PAGES 002	MOTOR VEHICLE SCHEDULE	20190628 1612 1862 2679	REGISTRATION NUMBER	REGISTERED UNDER	P	PPSA	5	REGISTRATION PERIOD	
01	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME						
02	DEBTOR NAME	ORBIT FREIGHT LTD.										
03	BUSINESS NAME											
04	ADDRESS	1704 MEYERSIDE DRIVE, UNIT 1		MISSISSAUGA		ONTARIO CORPORATION NO. 2316689						
05	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME	ON L5T 1A3					
06	BUSINESS NAME	ONTARIO CORPORATION NO.										
07	ADDRESS											
08	SECURED PARTY / LIEN CLAIMANT	THE TORONTO-DOMINION BANK										
09	ADDRESS	2 ST. CLAIR AVENUE EAST, SUITE 500 (BRAN TORONTO ON M4T 2V4										
	COLLATERAL CLASSIFICATION											
	CONSUMER											
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR	MATURITY DATE	
		X	X	X	X	X					X	
	YEAR	MAKE	MODEL									
			V.I.N.									
11	MOTOR VEHICLE											
12	GENERAL											
13	COLLATERAL											
14	DESCRIPTION											
15	REGISTERING	FIJ LAW LLP										
16	AGENT											
17	ADDRESS	10-50 WEST PEARCE STREET				RICHMOND HILL				ON	L4B 1C5	
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										
		CONTINUED... 11										

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
752844618

CAUTION FILING
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PAGES
002

MOTOR VEHICLE
SCHEDULE
20190628 1612 1862 2679

REGISTRATION
NUMBER
20190628 1612 1862 2679

REGISTERED
UNDER

REGISTRATION
PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR

03

NAME

BUSINESS NAME

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

07

ADDRESS

08

SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

CH 1968)

010

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF

MATURITY OR

NO FIXED

MATURITY DATE

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		752844978	
	CAUTION FILING	PAGE NO. 001	TOTAL PAGES 002	
01	DATE OF BIRTH 31AUG1972		FIRST GIVEN NAME SATNAM	REGISTRATION NUMBER 20190628 1617 1862 2687
02	DEBTOR NAME		INITIAL S	PERIOD 5
03	BUSINESS NAME		PANDAL	
04	ADDRESS		31 HESLOP CIRCLE	ON L6R 0M8
05	DATE OF BIRTH		FIRST GIVEN NAME	BRAMPTON
06	BUSINESS NAME		ORBIT FREIGHT LTD.	
07	ADDRESS		1704 MEYERSIDE DRIVE, UNIT 1	ON L5T 1A3
08	SECURED PARTY / LIEN CLAIMANT		THE TORONTO-DOMINION BANK	ON L5T 1A3
09	ADDRESS		2 ST. CLAIR AVENUE EAST, SUITE 500 (BRAN	ON M4T 2V4
	COLLATERAL CLASSIFICATION			
10	CONSUMER			
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	DATE OF MATURITY OR MATURITY DATE
		X	X	X
	YEAR MAKE	MODEL		
11	MOTOR VEHICLE		V.I.N.	
12	GENERAL			
13	POSTPONEMENT AND ASSIGNMENT OF CREDITORS CLAIM BETWEEN SATNAM SINGH			
14	PANDAL, ORBIT FREIGHT LTD. AND THE TORONTO-DOMINION BANK.			
15	DESCRIPTION			
16	REGISTERING			
	AGENT		FIJ LAW LLP	
17	ADDRESS		10-50 WEST PEARCE STREET	ON L4B 1C5
			*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	CONTINUED... 13

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
752844978

CAUTION
FILING

PAGE
NO. OF
002

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PAGES
002

01

DATE OF BIRTH

FIRST GIVEN NAME

MOTOR VEHICLE
SCHEDULE

REGISTRATION
NUMBER

REGISTERED
UNDER

REGISTRATION
PERIOD

20190628 1617 1862 2687

INITIAL

SURNAME

02

DEBTOR
NAME

BUSINESS NAME

03

04

DATE OF BIRTH

ADDRESS

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR
NAME

BUSINESS NAME

06

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

CH 1968)

09

COLLATERAL CLASSIFICATION
CONSUMER

MOTOR VEHICLE
AMOUNT

DATE OF
MATURITY OR

NO FIXED
MATURITY DATE

10

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

YEAR MAKE

MODEL

V.I.N.

11

MOTOR
VEHICLE

12

GENERAL

13

COLLATERAL

14

DESCRIPTION

15

REGISTERING

16

AGENT

17

ADDRESS

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

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

CONTINUED...

14

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		748598427	
	CAUTION FILING	PAGE NO. 001	TOTAL PAGES 6	
01	DATE OF BIRTH	FIRST GIVEN NAME	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER 20190226 1513 5064 4458 P PPSA 05
02	DEBTOR NAME	BUSINESS NAME	ORBIT FREIGHT LTD.	
03	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DR	
04	DEBTOR NAME	BUSINESS NAME	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5T 1A3
05	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DR	
06	DEBTOR NAME	BUSINESS NAME	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5T 1A3
07	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DR	
08	DEBTOR NAME	BUSINESS NAME	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5T 1A3
09	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DR	
10	DEBTOR NAME	BUSINESS NAME	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5T 1A3
11	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DR	
12	DEBTOR NAME	BUSINESS NAME	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5T 1A3
13	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DR	
14	DEBTOR NAME	BUSINESS NAME	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5T 1A3
15	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DR	
16	DEBTOR NAME	BUSINESS NAME	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5T 1A3
17	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DR	

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

[illegible]

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 748598427	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003	6		20190226	1513 5064 4458		
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR	DATE OF BIRTH						
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09	COLLATERAL CLASSIFICATION CONSUMER	ADDRESS						
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL			V.I.N.		
12	VEHICLE	2015 UTILITY	VS2			1UYVS2533FM350627		
13	GENERAL	2015 UTILITY	THERMO KING			U23209		
14	COLLATERAL	SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE						
15	DESCRIPTION	COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,						
16	REGISTERING							
17	AGENT	ADDRESS						

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748598427

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6

MOTOR VEHICLE SCHEDULE
20190226 1513 5064 4458

REGISTRATION NUMBER
20190226 1513 5064 4458

REGISTRATION PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

DATE OF BIRTH

ADDRESS

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR VEHICLE

2015 UTILITY

VS2

1UYVS2537FM350632

12

VEHICLE

2015 UTILITY

THERMO KING

U23210

13

GENERAL

CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

14

COLLATERAL

RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

15

DESCRIPTION

COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

16

REGISTERING AGENT

ADDRESS

17

AGENT

ADDRESS

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

CONTINUED...

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		748598427	
	CAUTION FILING	PAGE NO. OF PAGES	TOTAL	
		005	6	
01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	20190226 1513 5064 4458
02	DEBTOR NAME	BUSINESS NAME		
03			ONTARIO CORPORATION NO.	
04	DATE OF BIRTH	ADDRESS	FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR NAME	BUSINESS NAME		
06			ONTARIO CORPORATION NO.	
07	SECURED PARTY / LIEN CLAIMANT	ADDRESS		
09	COLLATERAL CLASSIFICATION	ADDRESS		
	CONSUMER	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10	YEAR MAKE	MODEL	V.I.N.	
11	MOTOR VEHICLE GENERAL	TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER		
12		PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE		
13		COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 9404728-001)		
14				
15				
16				
17	AGENT	ADDRESS	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
748598427

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FILING

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PAGES
6

MOTOR VEHICLE
SCHEDULE

REGISTRATION
NUMBER
20190226 1513 5064 4458

REGISTERED
UNDER

REGISTRATION
PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR
NAME

BUSINESS NAME

03

DATE OF BIRTH

ADDRESS

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

05

DEBTOR
NAME

BUSINESS NAME

06

DATE OF BIRTH

ADDRESS

07

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

08

SECURED PARTY /
LIEN CLAIMANT

BUSINESS NAME

09

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

10

COLLATERAL CLASSIFICATION
CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MOTOR VEHICLE
AMOUNT

DATE OF
MATURITY

OR

NO FIXED
MATURITY DATE

V.I.N.

11

YEAR

MAKE

MODEL

12

MOTOR
VEHICLE

13

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

14

COLLATERAL
DESCRIPTION

15

REGISTERING
AGENT

16

ADDRESS

17

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

CONTINUED...

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER			
01		001	2	X	20190301	1900	5064	4542			
21	RECORD REFERENCED	FILE NUMBER		748598427							
22		PAGE AMENDED		NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED		RENEWAL YEARS		CORRECT PERIOD	
23	REFERENCE			FIRST GIVEN NAME		A AMENDMENT		INITIAL		SURNAME	
24	DEBTOR/TRANSFEROR	BUSINESS NAME		ORBIT FREIGHT LTD.							
25	OTHER CHANGE										
26	REASON/	TO AMEND THE COLLATERAL DESCRIPTION IN BOTH MOTOR VEHICLE AND GENERAL									
27	DESCRIPTION	COLLATERAL SECTIONS WITH THE SERIAL NUMBERS U23207, U23208, U23209,									
28		U23210									
02/	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL		SURNAME					
05	DEBTOR/										
03/	TRANSFEEEE	BUSINESS NAME									
06											
04/07	ADDRESS										
29	ASSIGNOR										
29	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09											
COLLATERAL CLASSIFICATION											
CONSUMER											
GOODS		INVENTORY		EQUIPMENT		ACCOUNTS		OTHER		MOTOR VEHICLE INCLUDED	
										DATE OF MATURITY OR NO FIXED MATURITY DATE	
10		YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR	2015		THERMO KING		SB230		6001174767			
12	VEHICLE	2015		THERMO KING		SB230		6001174759			
13	GENERAL	2015		THERMO KING		SB230 S/N		6001174767, 2015 THERMO KING		SB230 S/N	
14	COLLATERAL	6001174759, 2015		THERMO KING		SB230 S/N		6001174764, 2015		THERMO	
15	DESCRIPTION	KING		SB230 S/N		6001174765					
16	REGISTERING AGENT OR	SECUREFACT TRANSACTION SERVICES, INC.									
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS		445 KING STREET WEST, SUITE 400		TORONTO		ON		M5V	
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
CONTINUED...											

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

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

REPORT : PSSR060
PAGE : 21

FORM 4C MOTOR VEHICLE SCHEDULE

00	FILE NUMBER 748598427	PAGE NO.	002	TOTAL PAGES 2
01	YEAR 2015	MAKE THERMO KING	REGISTRATION NUMBER 20190301 1900 5064 4542	
41			MODEL SB230	V.I.N. 6001174764
42			SB230	6001174765
43			SB230	
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				

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

CONTINUED... 22

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01	RECORD	001	2	X	20190301 1904 5064 4543						
21	REFERENCED	FILE NUMBER	748598427								
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED F PART DISCH	RENEWAL YEARS	CORRECT PERIOD					
23	REFERENCE										
24	DEBTOR/TRANSFEROR	BUSINESS NAME	ORBIT FREIGHT LTD.								
25	OTHER CHANGE										
26	REASON/										
27	DESCRIPTION										
28											
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
05	DEBTOR/										
03/	TRANSFEEER	BUSINESS NAME									
06											
04/07	ADDRESS										
29	ASSIGNOR										
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09	COLLATERAL CLASSIFICATION										
	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10											
	YEAR	MAKE			MODEL	V.I.N.					
11	MOTOR	2015	UTILITY			THERMO KING	U23207				
12	VEHICLE	2015	UTILITY			THERMO KING	U23208				
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	SECUREFACT TRANSACTION SERVICES, INC.									
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS			445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V			
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
CONTINUED...											

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

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

REPORT : PSSR060
PAGE : 23

FORM 4C MOTOR VEHICLE SCHEDULE

00	FILE NUMBER 748598427	PAGE NO.	002	TOTAL PAGES 2
01	YEAR 2015	MAKE UTILITY	MODEL THERMO KING	REGISTRATION NUMBER 20190301 1904 5064 4543
41				V.I.N. U23209
42				U23210
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				

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

CONTINUED... 24

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		745908633	
	CAUTION FILING	PAGE NO. 001	TOTAL PAGES 5	
01	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL SURNAME
02	DEBTOR		ORBIT FREIGHT LTD	
03	NAME			
04	ADDRESS		1 & 2 -1704 MEYERSIDE DR	MISSISSAUGA
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	
05	31AUG1972		S	PANDAL
06	BUSINESS NAME			
07	ADDRESS		31 HESLOP CIR	BRAMPTON
08	SECURED PARTY / LIEN CLAIMANT		BODKIN CAPITAL CORPORATION	
09	ADDRESS		102-1465 NORTH SERVICE RD E	OAKVILLE
	COLLATERAL CLASSIFICATION			
10	CONSUMER	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
		X	X	X
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
12	2014 UTILITY	2014 UTILITY	REEFER	1UYVVS2532EM787646
13	GENERAL	PURSUANT TO LEASE AGREEMENT 50003413, ALL PRESENT AND FUTURE	REEFER	1UYVVS2534EM787647
14	COLLATERAL	EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50003413 TOGETHER WITH ALL		
15	DESCRIPTION	ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,		
16	REGISTERING AGENT	AVS SYSTEMS INC.		
17	ADDRESS		201 - 1325 POLSON DR.	VERNON
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***			
			BC	V1T 8H2
			CONTINUED... 25	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		745908633	
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	
01		002	5	
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	20181115 1713 1901 4407
03	NAME	31AUG1972	SATNAM	
	BUSINESS NAME		INITIAL SURNAME	PANDAL
04	ADDRESS	31 HESLOP CIR	BRAMPTON	ONTARIO CORPORATION NO.
05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	ON L6R 0M8
06	BUSINESS NAME			
07	ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10				
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
12		2013 UTILITY	REEFER	1UYVS2536DM608605
13	GENERAL	ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,		
14	COLLATERAL	ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY		
15	DESCRIPTION	DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,		
16	REGISTERING			
17	AGENT	ADDRESS		

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

CONTINUED... 26

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		003	5		20181115 1713 1901	4407		
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.		
03		BUSINESS NAME						
04		ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.		
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.		
06		BUSINESS NAME						
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09	COLLATERAL CLASSIFICATION CONSUMER	ADDRESS						
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE				
10		YEAR MAKE	V.I.N.					
11	MOTOR VEHICLE	EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,						
12	GENERAL COLLATERAL	ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF						
13	DESCRIPTION	TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY						
14	REGISTERING AGENT							
15		ADDRESS						
16		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***						

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
745908633

CAUTION FILING
NO. OF PAGES
004 5

TOTAL
PAGES
5

MOTOR VEHICLE
SCHEDULE
20181115 1713 1901 4407

REGISTRATION
NUMBER
20181115 1713 1901 4407

REGISTERED
UNDER

REGISTRATION
PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR

BUSINESS NAME

ONTARIO CORPORATION NO.

03

NAME

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

BUSINESS NAME

ONTARIO CORPORATION NO.

06

NAME

07

ADDRESS

08

SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF

MATURITY

OR

MATURITY

DATE

NO FIXED

11

YEAR

MAKE

MODEL

V.I.N.

12

MOTOR

VEHICLE

13

GENERAL

INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR

14

COLLATERAL

COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF

15

DESCRIPTION

THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 2014

16

REGISTERING

AGENT

17

ADDRESS

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

CONTINUED...

28

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
745908633

CAUTION FILING
NO. OF PAGES
005 5

TOTAL
PAGES
5

MOTOR VEHICLE
SCHEDULE
20181115 1713 1901 4407

REGISTRATION
NUMBER
20181115 1713 1901 4407

REGISTERED
UNDER

REGISTRATION
PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR

BUSINESS NAME

ONTARIO CORPORATION NO.

03

NAME

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

BUSINESS NAME

ONTARIO CORPORATION NO.

06

NAME

07

ADDRESS

08

SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION
CONSUMER

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE
AMOUNT

DATE OF
MATURITY OR

NO FIXED
MATURITY DATE

11

YEAR MAKE

MODEL

V.I.N.

12

MOTOR

13

VEHICLE

14

GENERAL

UTILITY REEFER WITH THERMO KING SB 230 6001139963 1 2014 UTILITY

15

COLLATERAL

REEFER WITH THERMO KING SB 230 6001141288 1 2013 UTILITY REEFER WITH

16

DESCRIPTION

THERMO KING SB 230 6001105209

17

REGISTERING

AGENT

ADDRESS

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

CONTINUED...

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF		TOTAL MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER	
01		001	10	20190813 1528 1902 1106					
21	RECORD REFERENCED	FILE NUMBER		745908633					
22		PAGE AMENDED		NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED A AMENDMENT		RENEWAL YEARS CORRECT PERIOD	
23	REFERENCE			FIRST GIVEN NAME		INITIAL SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		ORBIT FREIGHT LTD					
25	OTHER CHANGE								
26	REASON/			GENERAL COLLATERAL AMEND FROM PURSUANT TO LEASE AGREEMENT					
27	DESCRIPTION			50003413, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50003413 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES,					
28									
02/	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL SURNAME			
05	DEBTOR/								
03/	TRANSFEEEE	BUSINESS NAME						ONTARIO CORPORATION NO.	
06									
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
COLLATERAL CLASSIFICATION									
CONSUMER									
GOODS		INVENTORY		EQUIPMENT		ACCOUNTS		OTHER	
10		X		X		X		X	
YEAR		MAKE		MODEL		V.I.N.		NO FIXED	
11	MOTOR	2013		UTILITY		REEFER		Maturity DATE	
12	VEHICLE							1UYVS2536DM608605	
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR								
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS		201-1325 POLSON DRIVE		VERNON		BC V1T	
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
CONTINUED...									

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO. OF		TOTAL MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER			
01		002		10		20190813 1528 1902 1106					
21		FILE NUMBER		745908633							
REFERENCED		PAGE AMENDED		NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED		RENEWAL YEARS		CORRECT PERIOD	
22											
REFERENCE		FIRST GIVEN NAME		INITIAL		SURNAME					
23											
24		DEBTOR/		BUSINESS NAME							
		TRANSFEROR									
25		OTHER CHANGE									
26		REASON/		ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS							
27		DESCRIPTION		THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM							
28				DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL							
02/		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
05		DEBTOR/									
03/		TRANSFEREE		BUSINESS NAME							
06											
04/07		ADDRESS									
29		ASSIGNOR		SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08											
09		ADDRESS									
		COLLATERAL CLASSIFICATION									
		CONSUMER									
10		GOODS		INVENTORY EQUIPMENT ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED		AMOUNT		DATE OF MATURITY OR NO FIXED MATURITY DATE	
		YEAR		MAKE		MODEL				V.I.N.	
11		MOTOR									
12		VEHICLE									
13		GENERAL		ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,							
14		COLLATERAL		ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY							
15		DESCRIPTION		DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,							
16		REGISTERING AGENT OR									
17		SECURED PARTY/		ADDRESS							
		LIEN CLAIMANT									

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 31

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO. OF		TOTAL MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER			
01		003		10		20190813 1528 1902 1106					
21		FILE NUMBER		745908633							
REFERENCED		PAGE AMENDED		NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED		RENEWAL YEARS		CORRECT PERIOD	
22											
REFERENCE		FIRST GIVEN NAME		INITIAL		SURNAME					
23											
24		DEBTOR/		BUSINESS NAME							
		TRANSFEROR									
25		OTHER CHANGE									
26		REASON/									
27		DESCRIPTION									
28											
02/		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
05		DEBTOR/									
03/		TRANSFeree		BUSINESS NAME							
06											
04/07		ADDRESS									
29		ASSIGNOR									
		SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08											
09		COLLATERAL CLASSIFICATION		ADDRESS							
		CONSUMER									
10		GOODS		INVENTORY EQUIPMENT ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED		AMOUNT		DATE OF MATURITY OR NO FIXED MATURITY DATE	
		YEAR		MAKE		MODEL				V.I.N.	
11		MOTOR									
12		VEHICLE									
13		GENERAL									
14		COLLATERAL									
15		DESCRIPTION									
16		REGISTERING AGENT OR									
17		SECURED PARTY/LIEN CLAIMANT		ADDRESS							

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

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

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. 004	TOTAL MOTOR VEHICLE SCHEDULE	20190813 1528 1902 1106	REGISTRATION NUMBER	REGISTERED UNDER
RECORD REFERENCED	FILE NUMBER 745908633				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		FIRST GIVEN NAME	INITIAL	SURNAME	
REFERENCE					
DEBTOR/TRANSFEROR	BUSINESS NAME				
OTHER CHANGE					
REASON/DESCRIPTION		PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT			
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
DEBTOR/TRANSFeree	BUSINESS NAME				
ASSIGNOR	ADDRESS				
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					ONTARIO CORPORATION NO.
COLLATERAL CLASSIFICATION					
CONSUMER					
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
YEAR MAKE	MODEL				V.I.N.
MOTOR VEHICLE					
GENERAL COLLATERAL					
DESCRIPTION		INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 2014			
REGISTERING AGENT OR					
SECURED PARTY/LIEN CLAIMANT	ADDRESS				

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

CONTINUED... 33

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

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	005	10		20190813 1528 1902	1106
21	RECORD REFERENCED	FILE NUMBER			
		745908633			
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
					CORRECT PERIOD
23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	LIMITED TO THE FOLLOWING 1 2014 UTILITY REEFER WITH THERMO KING SB			
27		230 6001139963 1 2014 UTILITY REEFER WITH THERMO KING SB 230			
28		6001141288 1 2013 UTILITY REEFER WITH THERMO KING SB 230 6001105209			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
03/					
06					

ONTARIO CORPORATION NO.

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

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER				
01		006	10	20190813	1528	1902	1106				
21	RECORD REFERENCED	FILE NUMBER		745908633							
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD					
23	REFERENCE	FIRST GIVEN NAME		INITIAL	SURNAME						
24	DEBTOR/TRANSFEROR	BUSINESS NAME									
25	OTHER CHANGE	TO PURSUANT TO LEASE AGREEMENT 50003413, ALL PRESENT AND FUTURE									
26	REASON/	EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50003413 TOGETHER WITH ALL									
27	DESCRIPTION	ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,									
28		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02/											
05	DEBTOR/	BUSINESS NAME									
03/	TRANSFEREE	ADDRESS									
06											
04/07											
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08		ADDRESS									
09		COLLATERAL CLASSIFICATION									
	CONSUMER	MOTOR VEHICLE		DATE OF		NO FIXED					
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		AMOUNT		MATURITY OR		MATURITY DATE			
10		YEAR	MAKE	MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR										
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS									

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

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER

01	007	10	20190813	1528	1902	1106
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RECORD	FILE NUMBER
21	745908633

RENEWAL PERIOD	CHANGE REQUIRED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	RENEWAL PERIOD
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9
10	10	10	10	10
11	11	11	11	11
12	12	12	12	12
13	13	13	13	13
14	14	14	14	14
15	15	15	15	15
16	16	16	16	16
17	17	17	17	17
18	18	18	18	18
19	19	19	19	19
20	20	20	20	20
21	21	21	21	21
22	22	22	22	22
23	23	23	23	23
24	24	24	24	24
25	25	25	25	25
26	26	26	26	26
27	27	27	27	27
28	28	28	28	28
29	29	29	29	29
30	30	30	30	30
31	31	31	31	31
32	32	32	32	32
33	33	33	33	33
34	34	34	34	34
35	35	35	35	35
36	36	36	36	36
37	37	37	37	37
38	38	38	38	38
39	39	39	39	39
40	40	40	40	40
41	41	41	41	41
42	42	42	42	42
43	43	43	43	43
44	44	44	44	44
45	45	45	45	45
46	46	46	46	46
47	47	47	47	47
48	48	48	48	48
49	49	49	49	49
50	50	50	50	50
51	51	51	51	51
52	52	52	52	52
53	53	53	53	53
54	54	54	54	54
55	55	55	55	55
56	56	56	56	56
57	57	57	57	57
58	58	58	58	58
59	59	59	59	59
60	60	60	60	60
61	61	61	61	61
62	62	62	62	62
63	63	63	63	63
64	64	64	64	64
65	65	65	65	65
66	66	66	66	66
67	67	67	67	67
68	68	68	68	68
69	69	69	69	69
70	70	70	70	70
71	71	71	71	71
72	72	72	72	72
73	73	73	73	73
74	74	74	74	74
75	75	75	75	75
76	76	76	76	76
77	77	77	77	77
78	78	78	78	78
79	79	79	79	79
80	80	80	80	80
81	81	81	81	81
82	82	82	82	82
83	83	83	83	83
84	84	84	84	84
85	85	85	85	85
86	86	86	86	86
87	87	87		

22

[illegible]

23 REFERENCE

24	DEBTOR/	BUSINESS NAME
24	DEBTOR/	BUSINESS NAME

TRANSFER

25 OTHER CHANGE

26 REASON/ ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,

27	DESCRIPTION	ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

28 DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-----	---------------	------------------	---------	---------

05 DEBTOR/

[illegible]

04/07	ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	DATA
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26
27	27	27
28	28	28
29	29	29
30	30	30
31	31	31
32	32	32
33	33	33
34	34	34
35	35	35
36	36	36
37	37	37
38	38	38
39	39	39
40	40	40
41	41	41
42	42	42
43	43	43
44	44	44
45	45	45
46	46	46
47	47	47
48	48	48
49	49	49
50	50	50
51	51	51
52	52	52
53	53	53
54	54	54
55	55	55
56	56	56
57	57	57
58	58	58
59	59	59
60	60	60
61	61	61
62	62	62
63	63	63
64	64	64
65	65	65
66	66	66
67	67	67
68	68	68
69	69	69
70	70	70
71	71	71
72	72	72
73	73	73
74	74	74
75	75	75
76	76	76
77	77	77
78	78	78
79	79	79
80	80	80
81	81	81
82	82	82
83	83	83
84	84	84
85	85	85
86	86	86
87	87	87
88	88	88
89	89	89
90	90	90
91	91	91
92	92	92
93	93	93
94	94	94
95	95	95
96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MAT
-------	-----------	-----------	----------	-------	----------	--------	-----

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

CONTINUED...

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

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING		PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		008	10		20190813 1528 1902 1106	
21	RECORD REFERENCED	FILE NUMBER	745908633			
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE					
24	DEBTOR/TRANSFEROR	BUSINESS NAME				
25	OTHER CHANGE					
26	REASON/DESCRIPTION	EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY				
28		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02/05	DEBTOR/TRANSFEE	BUSINESS NAME				
03/06						
04/07	ASSIGNOR	ADDRESS				
29	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
08						
09	COLLATERAL CLASSIFICATION					
	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
		YEAR	MAKE	MODEL	MOTOR VEHICLE INCLUDED	AMOUNT
10					DATE OF MATURITY	NO FIXED OR MATURITY DATE
11	MOTOR	V.I.N.				
12	VEHICLE					
13	GENERAL					
14	COLLATERAL					
15	DESCRIPTION					
16	REGISTERING AGENT OR					
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS				

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

CONTINUED... 37

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

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 RECORD FILE NUMBER 20190813 1528 1902 1106

21 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE BUSINESS NAME

24 DEBTOR/ TRANSFEROR

25 OTHER CHANGE

26 REASON/ DESCRIPTION INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR
COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF

27 THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 2014

28 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02/ 05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE DATE OF NO FIXED
Maturity OR Maturity Date

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

CONTINUED... 38

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

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. 010	TOTAL MOTOR VEHICLE PAGES 10	REGISTRATION NUMBER 20190813 1528 1902 1106	REGISTERED UNDER
RECORD REFERENCED	FILE NUMBER 745908633			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS CORRECT PERIOD

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE				
24 DEBTOR/TRANSFEROR	BUSINESS NAME			
25 OTHER CHANGE				
26 REASON/DESCRIPTION	UTILITY REEFER WITH THERMO KING SB 230 6001139963 1 2014 UTILITY REEFER WITH THERMO KING SB 230 6001141288 DELETED ASSET			
27	2013 UTILITY REEFER (1UYVS2536DM608605)			
28	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

COLLATERAL CLASSIFICATION
CONSUMER

DATE OF NO FIXED
Maturity OR Maturity Date

V.I.N.

MODEL

YEAR MAKE

10	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	
11 MOTOR			
12 VEHICLE			
13 GENERAL			
14 COLLATERAL			
15 DESCRIPTION			
16 REGISTERING AGENT OR			
17 SECURED PARTY/LIEN CLAIMANT	ADDRESS		

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

CONTINUED... 39

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 745499574										
	CAUTION FILING	PAGE NO.	OF PAGES	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD			
01		001	5	5	20181102 1614 1902 5863	20181102 1614 1902 5863	P	PPSA	05		
02	DATE OF BIRTH										
03	DEBTOR NAME	BUSINESS NAME			ORBIT FREIGHT LTD.		ONTARIO CORPORATION NO.				
04		ADDRESS			1704-1-2 MEYERSIDE DR		MISSISSAUGA		ON	L5T 1A3	
05	DEBTOR	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL		SURNAME		
06	NAME	31AUG1972			SATNAM		PANDAL				
07		BUSINESS NAME									
08	SECURED PARTY / LIEN CLAIMANT	ADDRESS			31 HESLOP CIR BODKIN CAPITAL CORPORATION		BRAMPTON		ONTARIO CORPORATION NO. ON L6R 0M8		
09	COLLATERAL CLASSIFICATION			ADDRESS			102-1465 NORTH SERVICE RD E		OAKVILLE ON L6H 1A7		
10	CONSUMER GOODS	INVENTORY EQUIPMENT		ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE			
		X		X	X		01NOV2023				
11	MOTOR	YEAR MAKE			MODEL		V.I.N.				
12	VEHICLE	2013 GREAT DANE			REEFER TRAILER		1GRAA0623DW700436				
13	GENERAL	2013 GREAT DANE			REEFER TRAILER		1GRAA0621DW700435				
14	COLLATERAL	PURSUANT TO LEASE AGREEMENT 50003260, ALL PRESENT AND FUTURE									
15	DESCRIPTION	EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50003260 TOGETHER WITH ALL									
16	REGISTERING AGENT	ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, AVS SYSTEMS INC.									
17		ADDRESS			201 - 1325 POLSON DR.		VERNON		BC V1T 8H2		
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										
	CONTINUED...										
	40										

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 745499574			
	CAUTION FILING	PAGE NO. OF PAGES	TOTAL PAGES	
		002	5	
01	DATE OF BIRTH 31AUG1972		FIRST GIVEN NAME SATNAM	REGISTRATION NUMBER 20181102 1614 1902 5863
02	DEBTOR NAME		INITIAL SURNAM S PANDAL	REGISTRATION PERIOD
03	BUSINESS NAME			
04	ADDRESS DATE OF BIRTH	31 HESLOP CIR FIRST GIVEN NAME	INITIAL SURNAME BRAMPTON	ONTARIO CORPORATION NO. ON L6R 0M8
05	DEBTOR NAME			
06	BUSINESS NAME			
07	ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT			
09	ADDRESS			ONTARIO CORPORATION NO.
COLLATERAL CLASSIFICATION				
CONSUMER				
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
11	YEAR MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE	2013 UTILITY	1UYVS2537DM557910	
13	GENERAL	2011 UTILITY	1UYVS2538BM147016	
14	COLLATERAL	ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,		
15	DESCRIPTION	ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY		
16	REGISTERING AGENT	DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,		
17	ADDRESS		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	

CONTINUED... 41

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
745499574

CAUTION FILING
003

TOTAL PAGES
5

MOTOR VEHICLE SCHEDULE
20181102 1614 1902 5863

REGISTERED UNDER
20181102 1614 1902 5863

REGISTRATION PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

03

DATE OF BIRTH

ADDRESS

INITIAL

SURNAME

04

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

05

SECURED PARTY / LIEN CLAIMANT

ADDRESS

ONTARIO CORPORATION NO.

06

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF MATURITY

OR

NO FIXED

MATURITY DATE

07

YEAR

MAKE

MODEL

V.I.N.

08

MOTOR VEHICLE

GENERAL

EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

09

DESCRIPTION

REGISTERING

AGENT

10

ADDRESS

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

CONTINUED...

42

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
745499574

CAUTION FILING
NO. OF PAGES
004 5

TOTAL
PAGES
5

MOTOR VEHICLE
SCHEDULE
20181102 1614 1902 5863

REGISTRATION
NUMBER
20181102 1614 1902 5863

REGISTERED
UNDER

REGISTRATION
PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR

BUSINESS NAME

ONTARIO CORPORATION NO.

03

NAME

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

BUSINESS NAME

ONTARIO CORPORATION NO.

06

NAME

07

ADDRESS

08

SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF

MATURITY

OR

MATURITY

DATE

NO FIXED

11

YEAR

MAKE

MODEL

V.I.N.

12

MOTOR

VEHICLE

13

GENERAL

INSURANCE

PAYMENT

AND

ANY

OTHER

PAYMENT

THAT

INDEMNIFIES

OR

14

COLLATERAL

COMPENSATES

FOR

LOSS

OR

DAMAGE

TO

THE

COLLATERAL

OR

THE

PROCEEDS

OF

15

DESCRIPTION

THE

COLLATERAL

INCLUDING

BUT

NOT

LIMITED

TO

THE

FOLLOWING

1

2013

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

43

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
745499574

CAUTION
FILING

PAGE
NO. OF
005

TOTAL
PAGES
5

MOTOR VEHICLE
SCHEDULE

REGISTRATION
NUMBER
20181102 1614 1902 5863

REGISTERED
UNDER

REGISTRATION
PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

07

COLLATERAL CLASSIFICATION
CONSUMER

ADDRESS

10

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE AMOUNT

DATE OF MATURITY OR MATURITY DATE

NO FIXED

11

YEAR MAKE

MODEL

V.I.N.

12

MOTOR
VEHICLE

GREAT DANE REEFER TRAILER . 1 2013 GREAT DANE REEFER TRAILER . 1

13

GENERAL

2013 UTILITY REEFER TRAILER . 1 2011 UTILITY REEFER TRAILER .

14

COLLATERAL

DESCRIPTION

15

REGISTERING

16

AGENT

17

ADDRESS

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

CONTINUED...

44

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01	RECORD	001	1	20190604	1602	1465	2253				
21	REFERENCED	FILE NUMBER	745499574								
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED F PART DISCH	RENEWAL YEARS	CORRECT PERIOD					
23	REFERENCE										
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ORBIT FREIGHT LTD.								
25	OTHER CHANGE										
26	REASON/										
27	DESCRIPTION	FIRST GIVEN NAME	INITIAL	SURNAME							
28											
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
05	DEBTOR/										
03/	TRANSFEEER	BUSINESS NAME									
06		ADDRESS									
04/07	ASSIGNOR										
29	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09	COLLATERAL CLASSIFICATION										
	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		YEAR	MAKE	MODEL	REEFER	TRAILER	V.I.N. 1GRAA0623DW700436				
11	MOTOR	2013	GREAT DANE								
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.									
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4					
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
ONTARIO CORPORATION NO.											
CONTINUED...											
45											

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

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20200218 1322 1465	9772
21	RECORD REFERENCED	FILE NUMBER 745499574		
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED F PART DISCH	RENEWAL YEARS CORRECT PERIOD
22			FIRST GIVEN NAME INITIAL SURNAME	
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME ORBIT FREIGHT LTD.		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME		
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06		ADDRESS		
04/07				
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			ONTARIO CORPORATION NO.

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR MATURITY DATE
---------------------------	----------	-------	-----------	-----------	----------	-------	------------------------	------------------	------------------

10									
11	MOTOR	YEAR 2011	MAKE UTILITY				MODEL REEFER TRAILER		
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR								
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS					VERNON BC		V1T 8H2

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

CONTINUED... 46

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	OF	TOTAL MOTOR VEHICLE REGISTRATION NUMBER	REGISTERED UNDER						
		001	1	SCHEDULE	20200218 1645 1902 2995						
01	RECORD	FILE NUMBER	745499574								
21	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD					
22		FIRST GIVEN NAME		INITIAL SURNAME							
23	REFERENCE										
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		ORBIT FREIGHT LTD.							
25	OTHER CHANGE										
26	REASON/	REMOVE SECURED PARTY BODKIN CAPITAL CORPORATION (102-1465 NORTH									
27	DESCRIPTION	SERVICE RD E) ADD SECURED PARTY BODKIN, A DIVISION OF BENNINGTON									
28		FINANCIAL CORP. (102-1465 NORTH SERVICE RD E)									
02/	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL SURNAME							
05	DEBTOR/										
03/	TRANSFEEEE	BUSINESS NAME									
06											
04/07		ADDRESS									
29	ASSIGNOR	BODKIN CAPITAL CORPORATION									
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.									
08		ADDRESS		102-1465 NORTH SERVICE RD E		OAKVILLE	ON	L6H 1A7			
09	COLLATERAL CLASSIFICATION										
	CONSUMER										
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE						
10		V.I.N.									
	YEAR MAKE	MODEL									
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.									
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2					
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
CONTINUED...											47

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 729586206										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD			
01		01	002	FIRST GIVEN NAME	INITIAL	20170707 1406 1462 1417	P	PPSA	4		
02	DEBTOR										
03	NAME	BUSINESS NAME	ORBIT FREIGHT LTD.								
04		ADDRESS	31 HESLOP CIRCLE								
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME								
06	NAME	BUSINESS NAME	INITIAL SURNAME								
07		ADDRESS	BRAMPTON								
08	SECURED PARTY / LIEN CLAIMANT	ONTARIO CORPORATION NO. ON L6R0M8									
09	COLLATERAL CLASSIFICATION CONSUMER	ADDRESS	3390 SOUTH SERVICE RD., UNIT# 104		BURLINGTON		ON		L7N3J5		
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE		AMOUNT	DATE OF MATURITY		OR NO FIXED MATURITY DATE		
	YEAR MAKE	X		X		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL	1 X 1994 P&H FCH55 CONTAINER CRANE									
14	COLLATERAL										
15	DESCRIPTION	TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS,									
16	REGISTERING	CLE CAPITAL INC.									
17	AGENT	ADDRESS	3390 SOUTH SERVICE RD., UNIT# 104		BURLINGTON		ON		L7N3J5		
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
		CONTINUED...									
		48									

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		729586206	
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	
		02	002	
01	DATE OF BIRTH		FIRST GIVEN NAME	REGISTRATION NUMBER
			20170707 1406 1462 1417	4
02	DEBTOR NAME		INITIAL SURNAME	
03	BUSINESS NAME			ONTARIO CORPORATION NO.
04	ADDRESS			
05	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL SURNAME
06	BUSINESS NAME			
07	ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT			
09	COLLATERAL CLASSIFICATION			ONTARIO CORPORATION NO.
	CONSUMER	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT
10				DATE OF MATURITY OR MATURITY DATE
	YEAR MAKE	MODEL		V.I.N.
11	MOTOR VEHICLE			
12	VEHICLE			
13	GENERAL			
14	PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT			
15	OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE			
16	FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR			
	REGISTERING AGENT	CLE CAPITAL INC.		
17	ADDRESS	3390 SOUTH SERVICE RD., UNIT# 104	BURLINGTON	ON L7N3J5
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***			CONTINUED... 49

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER						
01	21	01	001	20170811	1708 1462 3590						
RECORD REFERENCED		FILE NUMBER	PAGE AMENDED		NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD			
22		729586206				INITIAL SURNAME					
REFERENCE		FIRST GIVEN NAME		INITIAL		SURNAME					
23											
24		BUSINESS NAME		ORBIT FREIGHT LTD.							
25		TRANSFEROR									
26		OTHER CHANGE									
27		REASON/		CHANGE REFERENCE NUMBER							
28		DESCRIPTION									
02/		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05		DEBTOR/									
03/		TRANSFEEEE		BUSINESS NAME							
06				ADDRESS							
04/07											
29		ASSIGNOR		SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				ONTARIO CORPORATION NO.			
08											
09		COLLATERAL CLASSIFICATION		ADDRESS							
		CONSUMER									
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10											
		YEAR	MAKE			MODEL		V.I.N.			
11		MOTOR									
12		VEHICLE									
13		GENERAL									
14		COLLATERAL									
15		DESCRIPTION									
16		REGISTERING AGENT OR		CLE CAPITAL INC.							
17		SECURED PARTY/LIEN CLAIMANT		ADDRESS		2200, RUE DE LA SIDBEC SUD, BUREAU 202		TROIS-RIVIERES		QC	G8Z4H1
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
											CONTINUED...
											50

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		01	001	20191104 1711 1462 5079					
21	RECORD REFERENCED	FILE NUMBER	729586206						
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD			
22			FIRST GIVEN NAME	INITIAL SURNAME					
23	REFERENCE	BUSINESS NAME	ORBIT FREIGHT LTD.						
24	DEBTOR/ TRANSFEROR								
25	OTHER CHANGE								
26	REASON/	REMOVE ALL PREVIOUS DEBTORS AND ADD THE FOLLOWING DEBTOR TRUMP							
27	DESCRIPTION	TRANSPORT INC.							
28									
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME						
05	DEBTOR/								
03/	TRANSFEEER	BUSINESS NAME	TRUMP TRANSPORT INC.						
06		ADDRESS	2701 LOWER BASE LINE W	MILTON	ONTARIO CORPORATION NO.	ON	L9T2X5		
04/07									
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08		ADDRESS							
09	COLLATERAL CLASSIFICATION CONSUMER								
	GOODS	INVENTORY EQUIPMENT ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE			
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	CLE CAPITAL INC.							
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS	2200, RUE DE LA SIDBEC SUD	TROIS-RIVIERES	QC	G8Z4H1			
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
CONTINUED...									

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 728829351	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	DATE OF BIRTH	001	5	FIRST GIVEN NAME	20170616	1410 5064 3535	P PPSA	06
02	DEBTOR				INITIAL	SURNAME		
03	NAME	BUSINESS NAME		ORBIT FREIGHT LTD.				ONTARIO CORPORATION NO.
04		ADDRESS		1704 MEYERSIDE DR	INITIAL	SURNAME		ON L5T 1A3
05	DEBTOR	DATE OF BIRTH		FIRST GIVEN NAME				
06	NAME	BUSINESS NAME						
07		ADDRESS						ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT			BANK OF MONTREAL				
09		ADDRESS		5750 EXPLORER DRIVE		MISSISSAUGA		ON L4W 0A9
10	COLLATERAL CLASSIFICATION CONSUMER GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X				
	YEAR MAKE			MODEL				V. I. N.
11	MOTOR	2018 FREIGHTLINER		CASCADIA		3AKJHHDR0JSJJ3688		
12	VEHICLE	2018 FREIGHTLINER		CASCADIA		3AKJHHDR2JSJJ3689		
13	GENERAL			THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND				
14	COLLATERAL			AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,				
15	DESCRIPTION			ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,				
16	REGISTERING AGENT			SECUREFACT TRANSACTION SERVICES, INC.				
17		ADDRESS		365 BAY STREET, SUITE 300		TORONTO		ON M5H 2V1
				*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.				***
								CONTINUED...
								52

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	728829351							
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		002	5		20170616 1410 5064	3535		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR							
03	NAME	BUSINESS NAME	ONTARIO CORPORATION NO.					
04		ADDRESS						
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR							
06	NAME	BUSINESS NAME	ONTARIO CORPORATION NO.					
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE			
10		YEAR MAKE	V.I.N.					
11	MOTOR VEHICLE							
12	GENERAL COLLATERAL	SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS,						
13		RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR						
14		RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS						
15	DESCRIPTION REGISTERING							
16	AGENT							
17		ADDRESS	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***					

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
728829351

CAUTION
FILING

PAGE
NO. OF
003

TOTAL
PAGES
5

01

DATE OF BIRTH

FIRST GIVEN NAME

MOTOR VEHICLE
SCHEDULE

REGISTRATION
NUMBER

REGISTERED
UNDER

REGISTRATION
PERIOD

20170616 1410 5064 3535

INITIAL

SURNAME

02

DEBTOR
NAME

BUSINESS NAME

03

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR
NAME

BUSINESS NAME

06

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT

09

COLLATERAL CLASSIFICATION
CONSUMER

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

MOTOR VEHICLE
INCLUDED

AMOUNT

DATE OF
MATURITY OR

NO FIXED
MATURITY DATE

10

YEAR MAKE

MODEL

11

MOTOR
VEHICLE

12

GENERAL

13

RELATING THERETO. PROCEEDS- ALL OF THE DEBTOR'S PRESENT AND
AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR
INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING
AGENT

17

ADDRESS

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

CONTINUED...

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
728829351

CAUTION FILING
NO. OF PAGES
004 5

TOTAL
20170616 1410 5064 3535

REGISTRATION
NUMBER
20170616 1410 5064 3535

REGISTERED
UNDER

REGISTRATION
PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR

BUSINESS NAME

ONTARIO CORPORATION NO.

03

NAME

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

BUSINESS NAME

ONTARIO CORPORATION NO.

06

NAME

07

ADDRESS

08

SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF

MATURITY

OR

MATURITY

DATE

NO FIXED

11

YEAR

MAKE

MODEL

V.I.N.

12

MOTOR

VEHICLE

13

GENERAL

ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE

14

COLLATERAL

GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE

15

DESCRIPTION

AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 728829351	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		005	5		20170616 1410 5064 3535			
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03	NAME	BUSINESS NAME						ONTARIO CORPORATION NO.
04		ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR	DATE OF BIRTH						
06	NAME	BUSINESS NAME						ONTARIO CORPORATION NO.
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09	COLLATERAL CLASSIFICATION CONSUMER	ADDRESS						
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR	MATURITY DATE	
11	MOTOR	YEAR MAKE	MODEL					V.I.N.
12	VEHICLE							
13	GENERAL							
14	COLLATERAL							
15	DESCRIPTION							
16	REGISTERING							
17	AGENT	ADDRESS						
								*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER				
01		001	1		20200407	1440	1465	0451			
21	RECORD REFERENCED	FILE NUMBER		728829351							
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED F PART DISCH	INITIAL	SURNAME	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE										
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		ORBIT FREIGHT LTD.							
25	OTHER CHANGE										
26	REASON/										
27	DESCRIPTION										
28											
02/	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR/										
03/	TRANSFEEEE	BUSINESS NAME									
06											
04/07	ADDRESS										
29	ASSIGNOR										
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09	COLLATERAL CLASSIFICATION										
	CONSUMER		GOODS		INVENTORY EQUIPMENT ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED		AMOUNT	DATE OF MATURITY	OR MATURITY DATE
10											
	YEAR	MAKE	MODEL		V.I.N.						
11	MOTOR	2018	FREIGHTLINER	CASCADIA		3AKJHHR2JSJJ3689					
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.									
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	201-1325 POLSON DRIVE		VERNON		BC		V1T		
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
CONTINUED...											

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01	RECORD	001	1		20200506 1830 5064 3076						
21	REFERENCED	FILE NUMBER	728829351				RENEWAL YEARS	CORRECT PERIOD			
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED F PART DISCH	INITIAL	SURNAME					
23	REFERENCE										
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ORBIT FREIGHT LTD								
25	OTHER CHANGE										
26	REASON/										
27	DESCRIPTION										
28											
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
05	DEBTOR/										
03/	TRANSFEEER	BUSINESS NAME									
06											
04/07	ADDRESS										
29	ASSIGNOR										
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09	COLLATERAL CLASSIFICATION										
	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.						
11	MOTOR	2018	FREIGHTLINER	CASCADIA	3AKJHHDR0JSJJ3688						
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	SECUREFACT TRANSACTION SERVICES, INC.									
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400		TORONTO		ON		M5V		
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
CONTINUED...											

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 728841978			
	CAUTION FILING	PAGE NO. OF 01	TOTAL PAGES 005	
01	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL SURNAME
02	DEBTOR		ORBIT FREIGHT LTD.	
03	NAME			
04	ADDRESS		UNIT 1 & 2, 1704 MEYERSIDE DR	MISSISSAUGA
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	31AUG1972	SATNAM	S	PANDAL
06	BUSINESS NAME			
07	ADDRESS		31 HESLOP CIRCLE	BRAMPTON
08	SECURED PARTY / LIEN CLAIMANT		TFG FINANCIAL CORPORATION	
09	ADDRESS		501, 4180 LOUGHEED HWY	BURNABY
	COLLATERAL CLASSIFICATION			
10	CONSUMER	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
				X
	YEAR MAKE	MODEL	V.I.N.	
11	2018 MAX ATLAS	CCX2045-3-03STOCK	2V9CS4342JS025303	
12	2018 MAX ATLAS	CCX2045-3-03STOCK	2V9CS4344JS025304	
13	GENERAL	NINE (9) NEW 2018 MAX ATLAS	CCX2045-3-03STOCK CONTAINER CHASSIS S/N	
14	COLLATERAL	2V9CS4342JS025303,		
15	DESCRIPTION	S/N 2V9CS4344JS025304, S/N 2V9CS4346JS025305, S/N		
16	REGISTERING	TFG FINANCIAL CORPORATION		
17	AGENT	ADDRESS	501, 4180 LOUGHEED HWY	BURNABY
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***		
			BC	V5C6A7
			CONTINUED...	
				59

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 728841978	CAUTION FILING	PAGE NO. OF 02	TOTAL PAGES 005	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	20170616 1709 1462 0855	P	PPSA	6
02	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
03	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
04	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
06	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
07	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
08	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
09	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
10	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
11	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
12	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
13	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
14	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
15	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
16	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
17	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 728841978			
	CAUTION FILING	PAGE NO. OF 03	TOTAL PAGES 005	
01	DATE OF BIRTH		FIRST GIVEN NAME	REGISTRATION NUMBER 20170616 1709 1462 0855
			INITIAL	SURNAME
02	DEBTOR NAME		BUSINESS NAME	
03			BUSINESS NAME	
04	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL
		ADDRESS	SURNAME	
05	DEBTOR NAME		BUSINESS NAME	
06			BUSINESS NAME	
07	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL
		ADDRESS	SURNAME	
08	SECURED PARTY / LIEN CLAIMANT			
09	COLLATERAL CLASSIFICATION CONSUMER			
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT
	YEAR MAKE	MODEL		DATE OF MATURITY OR MATURITY DATE
11	MOTOR	2018 MAX ATLAS		V.I.N.
12	VEHICLE	2018 MAX ATLAS	CCX2045-3-03STOCK	2V9CS434XJS025307
13	GENERAL	2V9CS4344JS025349	CCX2045-3-03STOCK	2V9CS4341JS025308
14	COLLATERAL	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,		
15	DESCRIPTION	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO,		
16	REGISTERING	TFG FINANCIAL CORPORATION		
17	AGENT	ADDRESS	501, 4180 LOUGHEED HWY	BURNABY BC V5C6A7
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***		
		CONTINUED... 61		

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 728841978	CAUTION FILING	PAGE NO. OF 04	TOTAL PAGES 005	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	20170616 1709 1462 0855	P	PPSA	6
02	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
03	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
04	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
06	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
07	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
08	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
09	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
10	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
11	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
12	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
13	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
14	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
15	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
16	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
17	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 728841978	CAUTION FILING	PAGE NO. OF 05	TOTAL PAGES 005	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	20170616 1709 1462 0855	P	PPSA	6
02	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
03	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
04	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
06	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
07	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
08	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
09	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
10	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
11	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
12	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
13	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
14	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
15	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
16	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
17	DEBTOR NAME	BUSINESS NAME	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 725362326	CAUTION FILING	PAGE NO. OF 001	TOTAL PAGES 2	MOTOR VEHICLE SCHEDULE X	REGISTRATION NUMBER 20170306 1645 1532 9934	REGISTERED UNDER P PPSA	REGISTRATION PERIOD 06
01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR NAME	BUSINESS NAME	ORBIT FREIGHT LTD.					ONTARIO CORPORATION NO. 2316689 ON L6R0M8
03	DATE OF BIRTH	ADDRESS	31 HESLOP CIRCLE	INITIAL S	SURNAME PANDAL	BRAMPTON		
04	DEBTOR NAME	BUSINESS NAME	FIRST GIVEN NAME SATNAM					
05	SECURED PARTY / LIEN CLAIMANT	ADDRESS	31 HESLOP CIRCLE RIORDAN LEASING INC.			BRAMPTON		ONTARIO CORPORATION NO. ON L6R0M8
06	COLLATERAL CLASSIFICATION CONSUMER	ADDRESS	1158 KING ST. E			KITCHENER	ON	N2G2N4
07	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED X	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE X
08	YEAR MAKE	MODEL	20/45	CONTAINER CHA		V.I.N. 2V9CS4340JS025221		
09	MOTOR VEHICLE GENERAL	2018 MAX ATLAS	20/45	CONTAINER CHA		2V9CS4342JS025222		
10	COLLATERAL DESCRIPTION REGISTERING AGENT	D + H LIMITED PARTNERSHIP						
11	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR				MISSISSAUGA	ON	L4J 1H8
12	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***							CONTINUED...
13								64

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

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER		PAGE		TOTAL	
725362326		002		2	
YEAR	MAKE	NO.	OF	PAGES	
00					
01					
41	2018	MAX	ATLAS		
42	2018	MAX	ALTAS		
43	2018	MAX	ATLAS		
44	2018	MAX	ATLAS		
45	2018	MAX	ATLAS		
46	2018	MAX	ALTAS		
47	2018	MAX	ATLAS		
48	2018	MAX	ATLAS		
49	2018	MAX	ATLAS		
50	2018	MAX	ALTAS		
51	2018	MAX	ATLAS		
52	2018	MAX	ATLAS		
53					
54					
55					
56					

REGISTRATION		NUMBER	
20170306		1645 1532 9934	
MODEL	V.I.N.		
20/45 CONTAINER CHA	2V9CS4344JS025223		
20/45 CONTAINER CHA	2V9CS4346JS025224		
20/45 CONTAINER CHA	2V9CS4348JS025225		
20/45 CONTAINER CHA	2V9CS4341JS025227		
20/45 CONTAINER CHA	2V9CS4343JS025228		
20/45 CONTAINER CHA	2V9CS4345JS025229		
20/45 CONTAINER CHA	2V9CS4341JS025230		
20/45 CONTAINER CHA	2V9CS4345JS025232		
20/45 CONTAINER CHA	2V9CS4349JS025234		
20/45 CONTAINER CHA	2V9CS4340JS025235		
BTRAIN LEAD CONTAIN	2V9CS2238JS025285		
BTRAIN LEAD CONTAIN	2V9CS223XJS025286		

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

CONTINUED... 65

RUN NUMBER : 060
RUN DATE : 2021/03/01
ID : 20210301085912.34
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
FILE CURRENCY : 28FEB 2021

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

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20190618 0947 1532 7416	
21	RECORD REFERENCED	FILE NUMBER		
		725362326		
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS CORRECT PERIOD
22			INITIAL SURNAME	
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ORBIT FREIGHT LTD.	
25	OTHER CHANGE			
26	REASON/ DESCRIPTION	REMOVE ORBIT FREIGHT LTD. AS A DEBTOR		
27				
28				
02/05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	
03/06	DEBTOR/ TRANSFEREE	BUSINESS NAME		
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			ONTARIO CORPORATION NO.
09				
	COLLATERAL CLASSIFICATION			
	CONSUMER			
10	GOODS INVENTORY	EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR NO FIXED MATURITY DATE
		X	X	X
	YEAR MAKE	MODEL		V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	D + H LIMITED PARTNERSHIP		
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON L4Z 1H8

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

CONTINUED... 66

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		724590549	
	CAUTION FILING	PAGE NO. 001	TOTAL PAGES 5	
01	DATE OF BIRTH	FIRST GIVEN NAME		20170203 1059 5064 6718 P PPSA 05
		INITIAL	SURNAME	
02	DEBTOR NAME	ORBIT FREIGHT LTD.		
03		BUSINESS NAME		
04	DATE OF BIRTH	ADDRESS	1704 MEYERSIDE DR	MISSISSAUGA
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR NAME	BUSINESS NAME		
06		BUSINESS NAME		
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT	BANK OF MONTREAL		
09	ADDRESS	5750 EXPLORER DRIVE		
	COLLATERAL CLASSIFICATION			
	CONSUMER			
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
	YEAR MAKE	MODEL	V.I.N.	
11	MOTOR VEHICLE	2011 FREIGHTLINER	CASCADIA DAY-CAB	1FUJGEDR2BSAV3369
12	GENERAL	THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND		
13		AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,		
14	COLLATERAL	ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,		
15	DESCRIPTION	SECUREFACT TRANSACTION SERVICES, INC.		
16	REGISTERING AGENT			
17	ADDRESS	365 BAY STREET SUITE 300 TORONTO		
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***		
		CONTINUED... 67		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
724590549

CAUTION
FILING

002

PAGE
NO. OF
PAGES

5

TOTAL

20170203 1059 5064 6718

REGISTRATION
NUMBER

REGISTRATION
PERIOD

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE AMOUNT

DATE OF
MATURITY OR

NO FIXED
MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE
GENERAL

COLLATERAL
DESCRIPTION

REGISTERING
AGENT

SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS,
RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR
RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

ADDRESS

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

CONTINUED...

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ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
724590549

CAUTION
FILING

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003

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PAGES
5

MOTOR VEHICLE
SCHEDULE

REGISTRATION
NUMBER
20170203 1059 5064 6718

REGISTERED
UNDER

REGISTRATION
PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION
CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MOTOR VEHICLE
AMOUNT

DATE OF
MATURITY

OR

NO FIXED
MATURITY DATE

09

YEAR

MAKE

MODEL

V.I.N.

10

MOTOR
VEHICLE
GENERAL

RELATING THERETO. PROCEEDS- ALL OF THE DEBTOR'S PRESENT AND
AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR
INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE

11

DESCRIPTION
REGISTERING
AGENT

ADDRESS

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

CONTINUED...

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
724590549

CAUTION FILING
004

PAGE NO. OF PAGES
5

TOTAL PAGES
5

DATE OF BIRTH

FIRST GIVEN NAME

MOTOR VEHICLE SCHEDULE
20170203 1059 5064 6718

REGISTRATION NUMBER
20170203 1059 5064 6718

REGISTERED UNDER

REGISTRATION PERIOD

DEBTOR NAME

BUSINESS NAME

DATE OF BIRTH

ADDRESS

DEBTOR NAME

BUSINESS NAME

DATE OF BIRTH

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE AMOUNT

DATE OF MATURITY OR

NO FIXED MATURITY DATE

YEAR MAKE

MODEL

MOTOR VEHICLE

GENERAL

COLLATERAL DESCRIPTION

REGISTERING AGENT

ADDRESS

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

CONTINUED...

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		724590549	
	CAUTION FILING	PAGE NO. OF PAGES	TOTAL	
		005	5	
01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
		20170203	1059	5064 6718
02	DEBTOR NAME		BUSINESS NAME	
03				
04	DATE OF BIRTH		ADDRESS	
			FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR NAME		BUSINESS NAME	
06				
07	DATE OF BIRTH		ADDRESS	
08				
09	SECURED PARTY / LIEN CLAIMANT		ADDRESS	
	COLLATERAL CLASSIFICATION			
	CONSUMER			
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
	YEAR MAKE	MODEL	V.I.N.	
11	MOTOR VEHICLE			
12	GENERAL			
13	CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES,			
14	MONEY AND INVESTMENT PROPERTIES.			
15	DESCRIPTION			
16	REGISTERING AGENT			
17	ADDRESS			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 71

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	OF	TOTAL	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	RECORD	001	1	20191011	1834	5064	9188				
21	REFERENCED	FILE NUMBER	724590549								
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD					
23	REFERENCE										
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ORBIT FREIGHT LTD.								
25	OTHER CHANGE										
26	REASON/	TO ADD DEBTOR TRUMP TRANSPORT INC.									
27	DESCRIPTION										
28											
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
05	DEBTOR/										
03/	TRANSFEE	BUSINESS NAME	TRUMP TRANSPORT INC.								
06		ADDRESS	7 FOOTHILLS CRES	BRAMPTON	ONTARIO CORPORATION NO. L6P 4G9						
04/07	ASSIGNOR										
29	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09	COLLATERAL CLASSIFICATION	ADDRESS									
	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.						
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	SECUREFACT TRANSACTION SERVICES, INC.									
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4					
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
											CONTINUED...

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

[illegible]

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

[illegible]

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
713054187

CAUTION FILING
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003 4

TOTAL PAGES
4

MOTOR VEHICLE SCHEDULE
20160104 1330 5064 2811

REGISTRATION NUMBER
20160104 1330 5064 2811

REGISTRATION PERIOD

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

DEBTOR NAME

BUSINESS NAME

04

DATE OF BIRTH

ADDRESS

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

DEBTOR NAME

BUSINESS NAME

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MOTOR VEHICLE

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR

MAKE

MODEL

V.I.N.

11

MOTOR VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

12

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

13

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

14

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

15

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

16

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

17

ADDRESS

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

CONTINUED...

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
713054187

CAUTION
FILING

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NO. OF
004

TOTAL
PAGES
4

01

DATE OF BIRTH

FIRST GIVEN NAME

MOTOR VEHICLE
SCHEDULE

REGISTRATION
NUMBER

REGISTERED
UNDER

REGISTRATION
PERIOD

20160104 1330 5064 2811

INITIAL

SURNAME

02

DEBTOR
NAME

BUSINESS NAME

03

04

ADDRESS
DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR
NAME

BUSINESS NAME

06

07

ADDRESS
DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

08

SECURED PARTY /
LIEN CLAIMANT

09

COLLATERAL CLASSIFICATION
CONSUMER

MOTOR VEHICLE
AMOUNT

DATE OF
MATURITY OR

NO FIXED
MATURITY DATE

10

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

YEAR MAKE

MODEL

11

MOTOR
VEHICLE

12

GENERAL

13

COLLATERAL

14

DESCRIPTION

15

REGISTERING

16

AGENT

17

ADDRESS

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

CONTINUED...

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

[illegible]

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										** THIS REGISTRATION HAS BEEN DISCHARGED **										
00	FILE NUMBER 712578654																			
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED		REGISTRATION										
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER		PERIOD										
01		02	002	20151211 1404 1462 2792		P		PPSA		6										
02	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME													
03	DEBTOR	31AUG1972	SATNAM	S		PANDAL														
04	BUSINESS NAME		31 HESLOP CIR		INITIAL		SURNAME		BRAMPTON		ONTARIO CORPORATION NO.		ON L6R0M8							
05	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME													
06	DEBTOR	31AUG1972	SATNAM			PANDAL														
07	BUSINESS NAME		31 HESLOP CIR						BRAMPTON		ONTARIO CORPORATION NO.		ON L6R0M8							
08	SECURED PARTY /	ADDRESS		31 HESLOP CIR																
09	LIEN CLAIMANT		ADDRESS																	
	COLLATERAL CLASSIFICATION																			
	CONSUMER																			
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED		MATURITY DATE			
10	YEAR MAKE		MODEL								V.I.N.									
11	MOTOR																			
12	VEHICLE																			
13	GENERAL																			
14	COLLATERAL																			
15	DESCRIPTION																			
16	REGISTERING																			
	AGENT																			
17	ADDRESS		3390 SOUTH SERVICE RD, SUITE 104		BURLINGTON		ON		L7N3J5											

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01	RECORD	01	001	712578654	20210202 1704 1462 6715						
21	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED C DISCHARGE	RENEWAL YEARS	CORRECT PERIOD					
22				FIRST GIVEN NAME	INITIAL	SURNAME					
23	REFERENCE	BUSINESS NAME	ORBIT FREIGHT LTD.								
24	DEBTOR/ TRANSFEROR										
25	OTHER CHANGE										
26	REASON/										
27	DESCRIPTION										
28											
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
05	DEBTOR/										
03/	TRANSFEEEE	BUSINESS NAME									
06											
04/07	ADDRESS										
29	ASSIGNOR										
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE											
08											
09											
COLLATERAL CLASSIFICATION											
CONSUMER											
GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10	V.I.N.										
11	MOTOR	YEAR	MAKE	MODEL							
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	HITACHI CAPITAL CANADA CORP.									
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	3390 SOUTH SERVICE ROAD, SUITE 301			BURLINGTON	ON	L7N3J5			
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
CONTINUED...											79

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER		709492563	
	CAUTION FILING	PAGE NO. OF PAGES	TOTAL PAGES	
		001	1	
01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	20150831 1632 1532 8754 P PPSA 5
02	DEBTOR NAME	BUSINESS NAME	ORBIT FREIGHT LTD	
03			ON L6R 0M8	
04	DATE OF BIRTH	ADDRESS	FIRST GIVEN NAME	INITIAL SURNAME
			31 HESLOP CIRCLE	BRAMPTON
05	DEBTOR NAME	BUSINESS NAME	ON L6R 0M8	
06			ON L6R 0M8	
07	ADDRESS	ON L6R 0M8		
08	SECURED PARTY / LIEN CLAIMANT	THE BANK OF NOVA SCOTIA		
09	ADDRESS	1 ST. CLAIR AVENUE EAST	TORONTO	ON M4T 1Z3
	COLLATERAL CLASSIFICATION			
	CONSUMER	GOODS	INVENTORY	EQUIPMENT
10	YEAR MAKE	X	ACCOUNTS OTHER	INCLUDED
		X	X	X
				V.I.N.
11	MOTOR VEHICLE	MOTOR VEHICLE		
12	GENERAL	AMOUNT		
13	COLLATERAL	DATE OF MATURITY OR MATURITY DATE		
14	DESCRIPTION	NO FIXED		
15	REGISTERING	M4T 1Z3		
16	AGENT	TORONTO		
17	ADDRESS	4126 NORLAND AVE	BURNABY	BC V5G 3S8
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***		
		CONTINUED... 80		

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

RUN NUMBER : 060
 RUN DATE : 2021/03/01
 ID : 20210301085912.34
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ORBIT FREIGHT LTD.
 FILE CURRENCY : 28FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER

01	001	20200731	1042	1529	1728
01	001	20200731	1042	1529	1728

21	RECORD REFERENCED	FILE NUMBER 709492563
22	<div>PAGE AMENDED NO SPECIFIC PAGE AMENDED X</div>	<div>CHANGE REQUIRED B RENEWAL</div>
	RENEWAL YEARS 5	CORRECT PERIOD

23	REFERENCE	
24	DEBTOR/	BUSINESS NAME
		ORBIT FREIGHT LTD

25 OTHER CHANGE

26 REASON/

27	DESCRIPTION
----	-------------

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/28			

05 DEBTOR/

	BUSINESS NAME
03 / TRANSFEREE	

906

04/07	ADDRESS
29	ASSIGNOR
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09

ADDRESS
COLLATERAL CLASSIFICATION

[illegible]

10	YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15	DESCRIPTION
15	DESCRIPTION

16 REGISTERING AGENT OR D+H LIMITED PARTNERSHIP

17 SECURED PARTY/ ADDRESS SUITE 200, 4126 NORLAND AVENUE BUR

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

CONTINUED...

EXHIBIT "I"



Timothy C. Hogan
Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Assistant: Cathy Coleiro
Direct Line: (519) 850-5568
ccoleiro@harrisonpensa.com

March 5, 2021

Via Registered & Regular Mail

Orbit Freight Ltd.
1704 Meyerside Dr., Unit 1-2
Mississauga, ON L5T 1A3

Dear Sir,

**Re: Indebtedness to The Toronto-Dominion Bank (the "Bank")
Our File No. 186054**

We are the solicitors for the Bank with respect to loans provided to Orbit Freight Ltd. (hereinafter the "**Debtor**").

According to the Bank's records the Debtor is indebted to the Bank in the principal amount of \$1,836,083.98 together with interest thereon which as of March 5, 2021, amounts to \$628.21, for a total indebtedness of \$1,836,712.19 plus accruing interest and the Bank's costs of enforcement on a solicitor and client basis an continuing interest (the "**Indebtedness**").

The Indebtedness is comprised of the following:

Overdraft	Principal - \$1,124,885.61	Interest - \$575.54
TD Equipment Finance	\$508,843.40 ¹	
Term Loan	Principal - \$108,000.00	Interest - \$52.67
Visa	\$34,354.97	
Canada Emergency Business Account Credit Agreement (" CEBA ")	\$60,000.00	

The Debtor is in default of certain agreements signed in favour of the Bank including, but not limited to, the following:

1. Letter Agreement dated May 24, 2019;
2. Loan Agreement #20008660 dated June 22, 2020;

¹ Principal and deferred income

HARRISON PENSA LLP
Lawyers

3. Security Agreement for Specified Assets dated June 22, 2020;
4. General Security Agreement dated June 27, 2019.

Failing payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtor's Indebtedness and to protect its interest.

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

Finally, also find attached to this letter our client's Notice of Intention to Enforce Security as well as the relevant consent to immediate enforcement of the Bank's security. By signing this consent the Debtor waives the time period given by the Bank under this notice.

Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, appearing to be 'TH' or 'TCH' with a stylized flourish.

Timothy C. Hogan
TCH/cc
Enclosure
c: Satnam Singh Pandal as guarantor

5853620_1

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Orbit Freight Ltd., an insolvent person

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the property of the insolvent person described as

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

- a. Loan Agreement #20008660 dated June 22, 2020;
- b. Security Agreement for Specified Assets dated June 22, 2020;
- c. General Security Agreement dated June 27, 2019.

The property to which the security relates includes, but is not limited to, all motor vehicles, accounts, book debts, inventory, equipment and real property, wherever located and all other collateral however described of the above-noted insolvent persons and the proceeds thereof.

2. The security that is to be enforced is in the form of:

- a. Loan Agreement #20008660 dated June 22, 2020;
- b. Security Agreement for Specified Assets dated June 22, 2020;
- c. General Security Agreement dated June 27, 2019.

3. The total amount of indebtedness secured by the security is \$1,836,712.19 as of March 5, 2021 plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.

4. The secured creditor will not have the right to enforce its 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 London, Ontario this 5th day of March, 2021.

THE TORONTO-DOMINION BANK
by its solicitors, Harrison Pensa LLP



Per: _____
Timothy C. Hogan
Harrison Pensa LLP
450 Talbot Street, P.O. Box 3237
London, ON N6A 4K3
(519) 661-6743

CONSENT
(s.244(2) of the *Bankruptcy and Insolvency Act*)

THE UNDERSIGNED hereby acknowledges receipt of a copy of The Toronto-Dominion Bank's demand dated March 5, 2021 and the Notice of Intention to Enforce Security dated March 5, 2021 pursuant to s.244(1) of the *Bankruptcy and Insolvency Act* and hereby waives the 10 day period set out in the demand and notice and consents to the immediate enforcement of The Toronto-Dominion Bank's security.

DATED at _____, Ontario this _____ day of March, 2021.

ORBIT FREIGHT LTD.

I have authority to bind the company

Witness

Satnam Singh Pandal

March 5, 2021

Security or Registered Receipt (Bulk)

This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damage. Indemnity and fees information is available on request from your Postal Outlet.

Réceptissé (en nombre) Sécurité ou Recommandé

À produire en cas de réclamation. Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités et les droits à votre installation postale.

Sender

Expéditeur

HARRISON PENSA LLP

P.O. Box 3237
450 Talbot Street
London, Ontario
N6A 4K3

TD/Orbit Freight Ltd./TCH/186054

Sender Instructions

Note: Bulk Receipt is to be completed for 3 or more items. Present mailings at any Postal Outlet.

- A Complete and remove customer receipt.
- B Remove paper backing from receipt.
- C Affix receipt to this form.
- D Remove bottom bar code and affix to "Trace Mail Data Capture Document"
- E Remove paper backing from label.
- F Apply label to envelope.

Instructions pour l'expéditeur

Avia: Réceptissé en nombre, pour 3 items et plus. Doit être complété avant de déposer à l'installation postale.

- A Rempassez et retirez le réceptissé du client.
- B Retirez la pellicule protectrice du réceptissé.
- C Collez le réceptissé sur cette formule.
- D Retirez le code à barres du bas et l'apposez sur le "Document de saisie des données" pour le courrier repérable.
- E Retirez la pellicule de l'étiquette.
- F Collez l'étiquette sur l'enveloppe.

(1)

(2)

(3)



REGISTERED DOMESTIC
CUSTOMER RECEIPT

RECOMMANDÉ RÉGIME INTÉRIEUR
REÇU DU CLIENT



Orbit Freight Ltd.
1704 Meyerside Dr., Unit 1-2
Mississauga, ON L5T 1A3

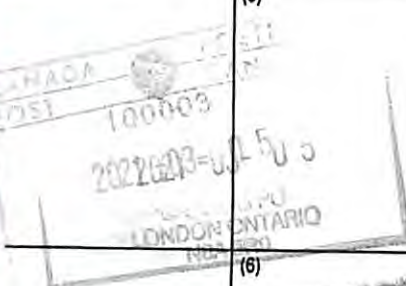


King Number Numéro de repérage de la SCP

RN 495 269 105 CA

Value déclarée \$

33-086-584 (17-12)



(6)



REGISTERED DOMESTIC
CUSTOMER RECEIPT

RECOMMANDÉ RÉGIME INTÉRIEUR
REÇU DU CLIENT



Satnam Singh Pandal
31 Heslop Circle
Brampton, ON L6R 0M8

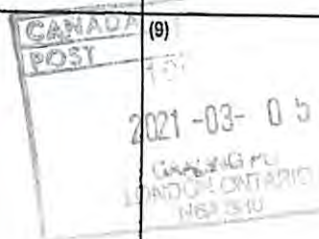


King Number Numéro de repérage de la SCP

RN 495 269 119 CA

Declared Value Valeur déclarée \$

33-086-584 (17-12)



(9)

(12)

(10)

(11)

(13)

(14)

(15)

THE TORONTO-DOMINION BANK

-and-

ORBIT FREIGHT LTD.

Applicant

Respondent

Court File No. CV-21-00658361-00CL

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at
Toronto, Ontario

AFFIDAVIT OF MICHELLE BENOY

Harrison Pensa ^{LLP}
Barristers and Solicitors
450 Talbot Street, P.O. Box 3237
London, Ontario N6A 4K3

Timothy C. Hogan (LSO #36553S)
Robert Danter (LSO #69806O)

Tel: (519) 679-9660

Fax: (519) 667-3362

Email: thogan@harrisonpensa.com
rdanter@harrisonpensa.com

Solicitors for the Applicant,
The Toronto-Dominion Bank

THE TORONTO-DOMINION BANK

-and-

ORBIT FREIGHT LTD.

Applicant

Respondent

Court File No. CV-21-00658361-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at
Toronto, Ontario

APPLICATION RECORD

Harrison Pensa ^{LLP}
Barristers and Solicitors
450 Talbot Street, P.O. Box 3237
London, Ontario N6A 4K3

**Timothy C. Hogan (LSO #36553S)
Robert Danter (LSO #69806O)**

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com
rdanter@harrisonpensa.com

Solicitors for the Applicant,
The Toronto-Dominion Bank