

Estate/Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST

IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF ALLIED TRACK SERVICES INC.,
A CORPORATION INCORPORATED UNDER THE LAWS
OF ONTARIO

MOTION RECORD OF ALLIED TRACK SERVICES INC.

January 21, 2021

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TO THE SERVICE LIST:

Estate/Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST

**IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF ALLIED TRACK SERVICES INC.,
A CORPORATION INCORPORATED UNDER THE LAWS
OF ONTARIO**

SERVICE LIST

As of January 21, 2021

As of January 21, 2021	
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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST**

**IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF ALLIED TRACK SERVICES INC.,
A CORPORATION INCORPORATED UNDER THE LAWS
OF ONTARIO**

NOTICE OF MOTION

Allied Track Services Inc. (the "**Applicant**" or "**Allied Track**") will make a motion before the Honourable Justice Hailey of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on January 22, 2021, at 10:00 a.m. or as soon after that time as the motion can be heard. Please refer to the videoconference details attached at Schedule "A" hereto in order to attend the motion and advise if you intend to join the motion by emailing Joshua Foster at fosterj@bennettjones.com.

PROPOSED METHOD OF HEARING: The motion is to be heard by videoconference as a result of the COVID-19 pandemic.

THE MOTION IS FOR:

1. An order substantially in the form attached at Tab 3 of the motion record (the "**Order**"),
inter alia:

- (a) abridging the time for service of this notice of motion and the motion record and dispensing with service on any person other than those served;
- (b) authorizing the Applicant and the Proposal Trustee (as defined below) to conduct a sale and investment solicitation process (the "**SISP**") and approving corresponding bid procedures (the "**Bid Procedures**") substantially in the form attached at Schedule "A" to the Order;
- (c) approving the Stalking Horse Agreement (as defined below) solely for the purpose of acting as the stalking horse bidder in the SISP (the "**Stalking Horse Bid**");
- (d) authorizing the Applicant to enter into and otherwise approving a debtor-in-possession facility in the maximum amount of \$3,000,000 (the "**DIP Loan**") and a super-priority charge on the current and future assets, undertakings and property of the Applicant (collectively, the "**Property**") in respect of amounts borrowed under the DIP Loan (the "**DIP Lender's Charge**");
- (e) approving a super-priority charge in the aggregate amount of \$500,000 on the Property in favour of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Applicant (the "**Administration Charge**");
- (f) approving a super-priority charge in favour of the Applicant's directors and officers (the "**Directors and Officers**") in the aggregate amount of \$1,500,000 (the "**Directors' Charge**");

(g) extending the time for the Applicant to file a proposal under the BIA (as defined below) and the corresponding stay of proceedings (the "**Stay Extension**") to and including April 6, 2021; and

(h) authorizing the Applicant to pay certain pre-filing amounts with the consent of the Proposal Trustee and the DIP Lender (as defined below);

2. Such further and other relief as this Honourable Court deems just;

THE GROUNDS FOR THE MOTION ARE:

Background

3. Allied Track is a privately held company incorporated under the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16 and headquartered in Grimsby, Ontario;

4. Allied Track is a full service railroad maintenance and construction provider specializing in track maintenance and repair, construction, bridging, civil engineering, flagging, signalling, and related services to customers in Canada;

5. In 2017, to compliment Allied Track's service offering and reach, the Applicant's shareholder acquired Pittsburg Bottom Line LLC ("**Bottom Line**") and together with Allied Track, the "**Allied Group**"), a Texas-based rail bridge contractor operating in several U.S. states;

6. Certain of Allied Track's business segments have incurred substantial losses that have created severe liquidity and cash flow issues. As a result of these sustained liquidity and cash flow issues, Allied Track has been unable to satisfy obligations owing to its senior secured creditor, Bridging Finance Inc. ("**Bridging**");

7. To address its liquidity and cash flow issues, the Applicant filed a notice of intention to make a proposal (the "**NOI**") on January 21, 2021 pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). KSV Restructuring Inc. was appointed as the proposal trustee under the NOI (in such capacity, the "**Proposal Trustee**");

8. In an effort to implement a consensual restructuring of its business, Allied Track entered into discussions with Bridging, which culminated in a stalking horse agreement to pursue a sale of Allied Track's assets and business in these NOI proceedings (the "**Proposal Proceedings**") in accordance with the SISP;

9. The Proposal Proceedings are in the best interests of the Applicant and its stakeholders and, in light of the Applicant's acute cash flow constraints, present the only practical means of continuing Allied Track's business as a going concern;

The SISP and the Bid Procedures

10. The Applicant developed the SISP and the Bid Procedures, in consultation with the Proposal Trustee and Bridging, for the purpose of soliciting interest in, and opportunities for the sale of, or investment in, the assets and business operations of the Allied Group;

11. The SISP provides that the Proposal Trustee, with the assistance of the Applicant, will solicit offers for the assets, undertakings and interests of or shares in Bottom Line (the "**Bottom Line Assets**") and the assets, undertakings and interests of Allied Track (the "**Allied Track Assets**"), and together with the Bottom Line Assets, the "**Vendors' Assets**");

12. For clarity, Bottom Line has not filed an NOI and is not subject to the Proposal Proceedings. However, it has agreed to allow the Bottom Line Assets to be marketed as part of the SISP;

13. To maximize flexibility and ensure that the SISP culminates in a value maximizing transaction, the Allied Group will consider:

- (a) an en bloc bid for all of the Vendors' Assets;
- (b) bids to acquire a portion of the Vendors' Assets, including bids solely in respect of the Allied Track Assets; and
- (c) bids that contemplate a plan of restructuring, recapitalization or other form of reorganization of the business and affairs of the Allied Group, as a going concern or a NOI proposal;

14. Together, the SISP and the Bid Procedures will result in a fair, transparent and equitable process that will thoroughly canvass the market in order maximize value for the Vendors' Assets and recovery for all of Allied Track's stakeholders;

15. The Proposal Trustee is supportive of the SISP and the Bid Procedures and believes that the timelines contemplated therein are appropriate in the circumstances;

The Stalking Horse Agreement

16. To facilitate the SISP and establish an appropriate floor for bids submitted therein, Allied Track, in consultation with the Proposal Trustee, entered into a stalking horse asset purchase agreement dated January 21, 2021 with 2806401 Ontario Inc. (the "**Stalking Horse Agreement**").

The Stalking Horse Agreement will act as the Stalking Horse Bid in the SISP and will be subject to higher or otherwise better offers received;

17. Approval of the Stalking Horse Agreement is only being sought for the purposes of acting as the Stalking Horse Bid under the SISP. If the Stalking Horse Agreement is ultimately designated as the Successful Bid (as defined in the Bid Procedures), further approval will be sought from the Court to consummate the transactions contemplated therein;

18. The Proposal Trustee is supportive of the Stalking Horse Agreement and believes that its terms are fair and commercially reasonable;

The DIP Loan and the DIP Lender's Charge

19. In connection with the commencement of the Proposal Proceedings, the Applicant entered into a DIP Term Sheet dated January 21, 2021 with Bridging, pursuant to which Bridging has agreed to provide the DIP Loan as lender (in such capacity, the "**DIP Lender**") to Allied Track in the maximum principal amount of \$3,000,000;

20. The Applicant requires the DIP Loan to fund its ordinary course operations while the SISP is conducted for the benefit of its stakeholders;

21. The proposed DIP Loan is conditional upon, among other things, the provision of an order of this Court approving the DIP Loan and granting the DIP Lender's Charge over the Property. The DIP Lender's Charge is proposed to be subordinate to the Administration Charge and the Directors' Charge;

22. The Proposal Trustee believes that the DIP Loan and corresponding DIP Lender's Charge are appropriate and necessary in the circumstances;

The Administration Charge

23. The beneficiaries of the proposed Administration Charge will each play distinct and critical roles in the Proposal Proceedings and the Applicant's restructuring efforts therein. It is unlikely that the beneficiaries of the Administration Charge will participate in the Proposal Proceedings unless the Administration Charge is granted to secure their fees and disbursements;

24. The quantum of the proposed Administration Charge is reasonable in light of the size and complexity of Allied Track's business;

25. It is proposed that the Administration Charge will rank in priority to all other interests and encumbrances, including the DIP Lender's Charge and the Directors' Charge;

26. Allied Track, the Proposal Trustee and the DIP Lender are supportive of the Administration Charge and its quantum;

The Directors' Charge

27. The Applicant is seeking the Directors' Charge to secure the indemnity of its directors and officers for liabilities they may incur during the Proposal Proceedings;

28. The continued involvement of the Directors and Officers is essential to the success of the Proposal Proceedings. Absent the Directors' Charge, the Directors and Officers are unlikely to assume the risks inherent to the Proposal Proceedings;

29. Allied Track, the Proposal Trustee and the DIP Lender are supportive of the Directors' Charge and its quantum;

The Stay Extension

30. The time for the Applicant to file a proposal and the corresponding stay of proceedings expires on February 20, 2021. Pursuant to the Order, the Applicant is seeking the Stay Extension to and including April 6, 2021;

31. The Applicant has acted, and continues to act in good faith and with due diligence in seeking to preserve its ordinary course business operations, address its liquidity issues and develop a viable proposal for the benefit of all of its stakeholders;

32. The Stay Extension will allow Allied Track to maintain its ordinary course business operations while the SISP is conducted and enhance the prospects of the Applicant being able to make a viable proposal. Obtaining the Stay Extension at this time will also reduce professional fees, for the benefit of all stakeholders;

33. The Proposal Trustee and the DIP Lender support the granting of the Stay Extension. Moreover, the Proposal Trustee does not believe that the Stay Extension will materially prejudice any creditor;

OTHER GROUNDS:

34. The provisions of the BIA, including sections 50.4, 62, 64.1, 64.2, 65.13 and 69, and the inherent and equitable jurisdiction of the Court;

35. Rules 1.04, 1.05, 2.03, 3.02, 16, 17, 37 and 39 of the Ontario *Rules of Civil Procedure*, R.R.O 1990, Reg. 194; and

36. Such further and other grounds as counsel may advise and this honourable Court may permit;

DOCUMENTARY EVIDENCE:

37. The following documentary evidence will be used at the hearing of the motion:

- (a) the Affidavit of Andrew Stuart Jones sworn January 21, 2021, and the exhibits thereto;
- (b) the First Report of the Proposal Trustee dated January 21, 2021 and the appendices thereto; and
- (c) such further and other evidence as counsel may advise and this Court may permit.

January 21, 2021

BENNETT JONES LLP

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Lawyers for the Applicant

SCHEDULE "A"

Join Zoom Meeting

<https://zoom.us/j/97747606975>

Meeting ID: 977 4760 6975

One tap mobile

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+12042727920,,97747606975# Canada

Dial by your location

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+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

Meeting ID: 977 4760 6975

Find your local number: <https://zoom.us/u/abd8VcrqT>

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ALLIED TRACK SERVICES INC.,
A CORPORATION INCORPORATED UNDER THE LAWS OF ONTARIO**

Estate/Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST

Proceedings commenced in Toronto

NOTICE OF MOTION

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Lawyers for the Applicant

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST

IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO
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AFFIDAVIT OF ANDREW STUART JONES

I, Andrew Stuart Jones, of the City of Waterloo, in the State of Illinois, United States of America, **MAKE OATH AND SAY:**

1. I am the Chief Executive Officer of Allied Track Services Inc. ("**Allied Track**" or the "**Applicant**") and have served in this role since November 2019. Prior to that, I was the Applicant's Chief Operating Officer since March 2015. I have been actively engaged in the discussions and negotiations surrounding the proposed restructuring of Allied Track. As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources for information, I have so stated and I believe them to be true.

2. All references to monetary amounts in this affidavit are in Canadian dollars unless noted otherwise.

A. RELIEF REQUESTED

3. I swear this affidavit in support of a motion by Allied Track for an order (the "**Order**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 as amended (the "**BIA**"), *inter alia*:

- (a) extending the time afforded to the Applicant to file a proposal and the corresponding stay of proceedings to and including April 6, 2021;
- (b) authorizing the Applicant and the Proposal Trustee (as defined below) to conduct a sale and investment solicitation process (the "**SISP**") and approving corresponding bid procedures substantially in accordance with the terms set out in **Exhibit "A"** hereto (the "**Bid Procedures**");
- (c) in connection with the SISP, approving the Stalking Horse Agreement (as defined below) solely for the purpose of acting as the stalking horse bidder in the SISP (the "**Stalking Horse Bid**");
- (d) authorizing the Applicant to enter into and otherwise approving a debtor-in-possession credit facility in the maximum amount of \$3,000,000, substantially in the form attached hereto as **Exhibit "B"** (the "**DIP Loan**") and a charge on the assets, undertakings and property of the Applicant (collectively, the "**Property**") to secure amounts advanced under the DIP Loan (the "**DIP Lender's Charge**");
- (e) approving a charge in the aggregate amount of \$500,000 (the "**Administration Charge**") on the Property in favour of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Applicant;

- (f) approving a charge in the aggregate amount of \$1,500,000 (the "**Directors' Charge**") on the Property in favour of the Applicant's directors and officers; and
- (g) authorizing the Applicant to pay certain pre-filing amounts with the consent of the Proposal Trustee and the DIP Lender (as defined below).

B. OVERVIEW

4. Allied Track is a full service railroad maintenance and construction provider specializing in track maintenance and repair, construction, bridging, civil engineering, flagging, signaling, and related services to customers in Canada. Originally founded in Ontario in 1987 as a family business, Allied Track has since grown significantly both organically and through a series of acquisitions. In 2017, to compliment Allied Track's service offering and reach, the Applicant's shareholder acquired Pittsburg Bottom Line LLC ("**Bottom Line**" and together with Allied Track, the "**Allied Group**"), a Texas-based rail bridge contractor operating in several U.S. states. Bottom Line is a sister company to Allied Track, and is not an applicant in these proceedings (the "**Proposal Proceedings**").

5. The Allied Group operates three business segments: (i) track production; (ii) signal maintenance, rehabilitation and construction; and (iii) industrial track maintenance and installation and bridge maintenance. While the Allied Group's signal maintenance, rehabilitation and construction, industrial track maintenance and installation and bridge maintenance segments are profitable, Allied Track's track production business segment has incurred unsustainable losses that has resulted in liquidity and cash flow issues.

6. As a result of these sustained liquidity and cash flow issues, and as discussed in further detail below, Allied Track has been unable to satisfy certain obligations owing to its senior secured

creditor, Bridging Finance Inc. ("**Bridging**"). As a result, on January 21, 2021, Allied Track filed a notice of intention to make a proposal (the "**NOI**") pursuant to section 50.4 of the BIA. KSV Restructuring Inc. is the proposal trustee under the NOI (in such capacity, the "**Proposal Trustee**"). I understand that a copy of the Certificate of Filing of a Notice of Intention to Make a Proposal will be attached to the First Report of the Proposal Trustee.

7. The Applicant has engaged in discussions regarding a consensual restructuring of its business with its senior secured lender, Bridging. These discussions culminated in the proposed DIP Loan and Stalking Horse Agreement. The DIP Loan will provide the Applicant with sufficient liquidity to continue its ordinary course business operations during the Proposal Proceedings while the SISP is conducted for the benefit of Allied Track and its stakeholders.

8. These proceedings are intended to stabilize Allied Track's business while the SISP is carried out, with a view to facilitating Allied Track's emergence from the Proposal Proceedings as a going concern or developing a viable proposal with the sale proceeds generated by the SISP.

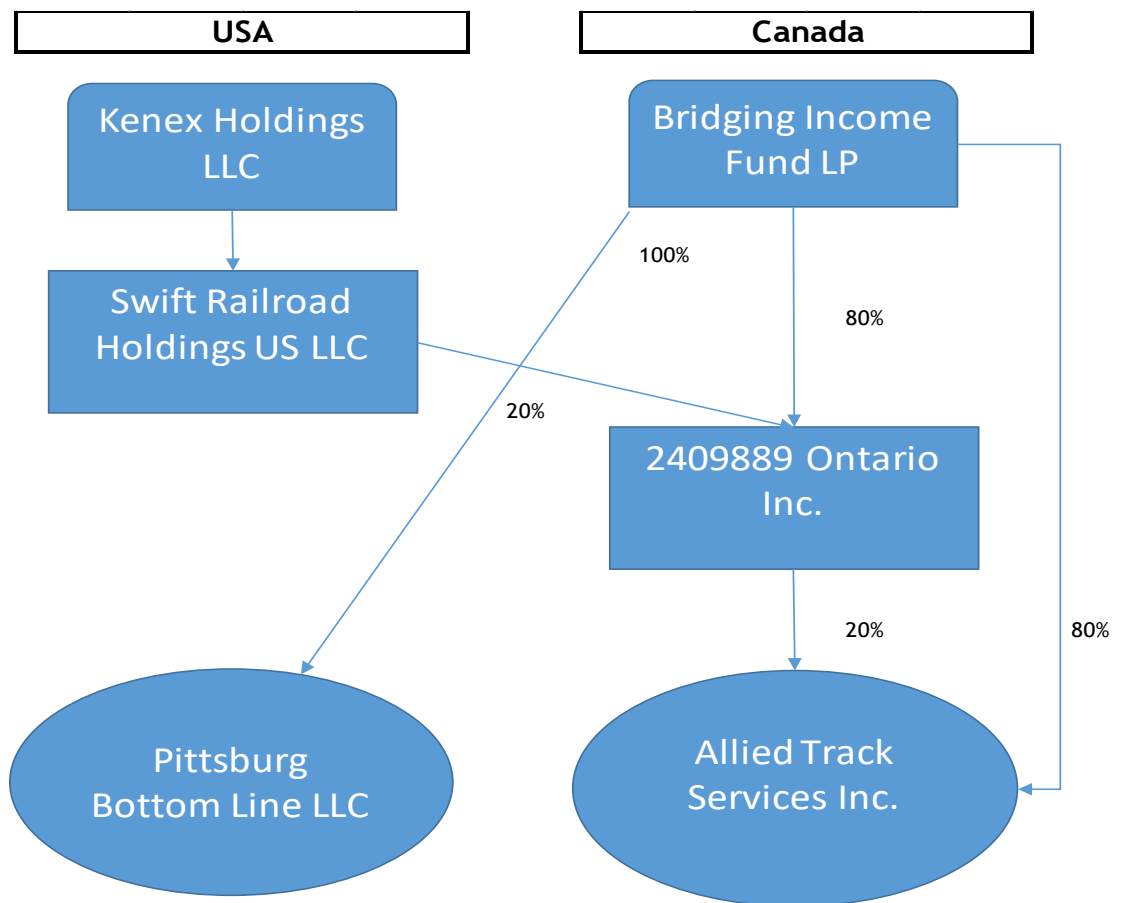
9. The Proposal Proceedings and the relief requested herein are in the best interests of the Applicant and its stakeholders and, in light of the Applicant's acute cash flow constraints, present the only practical means of continuing Allied Track's business as a going concern.

C. CORPORATE STRUCTURE

10. Allied Track is a privately held company that was incorporated under the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16 (the "**OBCA**"). Allied Track's registered head office is located in Grimsby, Ontario. A copy of Allied Track's Ontario corporate profile report is attached hereto as **Exhibit "C"**.

11. To facilitate the operation of its business, Allied Track is also extra-provincially registered under the laws of Alberta, British Columbia, Manitoba and Saskatchewan.

12. Allied Track has two shareholders, 2409889 Ontario Inc. ("240") and Bridging Income Fund LP. 240 is a private company incorporated under the OBCA, which directly owns 20% of Allied Track's shares. 240 has two shareholders, Bridging Income Fund LP and Swift Railway Holdings U.S. LLC ("Swift"), the latter of which is wholly owned by Kenex Holdings LLC. Bridging Income Fund LP directly owns 80% of Allied Track's shares and indirectly owns a further 16% of Allied Track's shares through 240. As a result, Bridging Income Fund LP, directly and indirectly, owns 96% of the shares of Allied Track. A copy of Allied Track's organizational chart is reproduced below.



D. ALLIED TRACK'S BUSINESS

(a) Business

13. The Allied Group provides railroad and rail-served clients with a full service offering of construction and maintenance needs for track, bridge, signals and communications. The Allied Group specializes in all types of track, rail bridge rehabilitation and maintenance, signals and construction projects, with its business being separated into the following three segments:

- (a) *Track Production* – tie and rail production, surfacing, flash butt welding support, track installation, turnouts, abandonments and emergency track repairs;
- (b) *Signals* – signal maintenance, rehabilitation and new construction, flagging services, crossing replacement, switch installations and hotbox detectors; and
- (c) *Industrial and Bridge* – industrial track maintenance and installation and bridge maintenance.

14. The Allied Group provides services to a number of customers including, among others, Canadian National Railway, Canadian Pacific Railway, Vale Canada Limited, VIA Rail Canada Inc. and Ontario Northland Railway.

15. As is typical in the rail services industry, the majority of the Allied Group's customer contracts are annual services agreements for work to be carried out during the warmer months.

(b) Employees

16. Due to the seasonal nature of Allied Track's operations, its employee base fluctuates throughout the year. Allied Track currently employs 27 employees on a salaried, full-time basis

and 20 employees on an hourly, part-time basis (collectively, the "**Employees**"). Employment levels fluctuate considerably between off-season and peak season. For example, over the 2020 calendar year, Allied Track employed a maximum of approximately 200 and a minimum of approximately 45 employees at various times. The majority of the Employees are located in Ontario, with certain other of the Employees located in Alberta, British Columbia, Manitoba and Saskatchewan.

17. At present, Allied Track's monthly payroll obligations are approximately \$300,000 for salaried employees. All salaried and hourly employees are paid weekly. As of the date of this affidavit, Allied Track is current on its payroll obligations, including all source deductions. However, Allied Track is not current with respect to union dues for the month of November 2020, which were due on December 15, 2021.

18. The part-time Employees within Allied Track's production track and industrial maintenance and installation and bridge divisions located in Alberta, British Columbia, Manitoba, Ontario and Saskatchewan are unionized, as are the part-time Employees within Allied Track's signals and communications division located in Ontario. All of the remaining Employees are non-unionized. In the case of the part-time Employees located in British Columbia, Alberta and Ontario, Allied Track makes contributions to the Construction and Specialized Workers Medical and Benefit Plan of B.C., the B.C. Labourers' Pension Plan and the Labourers' Pension Fund of Western Canada and Labourers International Union of North America, Ontario Provincial District Council respectively.

19. Through its benefits provider, The Canada Life Assurance Company, Allied Track offers health, dental, life and disability benefits to all of the non-union Employees. Additionally, Allied

Track has established a group registered retirement savings plan and deferred profit sharing plan for the non-union Employees each issued by London Life Insurance Company.

(c) Leased and Owned Property

20. Allied Track does not own any real property and operates from the following leased facilities:

- (a) premises located at 169A South Service Road West, Grimsby, Ontario, which is approximately 8611 square feet and is used as Allied Track's head office, storage and maintenance space;
- (b) premises located at 1891 Seymour Street, Nipissing, Ontario, which is approximately 12,000 square feet and is used for the maintenance of rail equipment;
- (c) premises located at 3828 15A Street SE, Calgary, Alberta, which is approximately 7,000 square feet on 1.12 acres and is used as office, warehousing and equipment servicing space;
- (d) premises located 3828 15A Street SE, Calgary, Alberta, which is approximately 0.5 acres and is used for warehousing and equipment servicing space;
- (e) premises located at 2-22 Don Valley Parkway, Springfield, Manitoba, which is approximately 2,000 square feet and is used for office and warehouse space; and
- (f) premises located at 9995 Dallas Drive, Kamloops, British Columbia, which is approximately 12,000 square feet and is used for office, warehouse and equipment maintenance space.

21. Additionally, Allied Track leases outdoor storage space located at 760 Highway 17 East, North Bay, Ontario.

22. Allied Track is current on all of its lease obligations with respect to the above referenced premises.

(d) Cash Management

23. Allied Track uses a cash management system to collect, manage and distribute funds used in its business and to facilitate cash monitoring, forecasting and reporting (the "**Cash Management System**"). Specifically, Allied Track maintains 2 blocked/control deposit accounts (collectively, the "**Blocked Accounts**") with Bank of Montreal ("**BMO**"). Funds received by Allied Track, including accounts receivable payments, cash sales receipts, credit card payments, any and all refunds received from any source whatsoever and any proceeds or any advances or other loans are deposited into the Blocked Accounts. All amounts received in the Blocked Accounts are applied by Bridging firstly to the Facility A Loan and then to the Facility B Loan (each as defined and described below).

24. Allied Track's ability to draw on the Blocked Accounts – the Facility A Loan Availability (as defined below) – is determined on a weekly basis by Bridging in accordance with the Credit Agreement (as defined below). Allied Track also maintains two disbursement accounts with BMO, one in Canadian currency and the other in U.S. currency, from which all of Allied Track's payments and disbursements are made.

25. The Cash Management System provides Allied Track and Bridging with a means of efficiently and accurately tracking corporate funds and ensuring cash availability. Allied Track requires the continued use of the Cash Management System during the Proposal Proceedings.

Accordingly, the proposed Order authorizes Allied Track to continue to use the Cash Management System in accordance with the terms of the Credit Agreement.

(e) Credit and Fuel Cards

26. The Applicant has a single credit card in its name and has provided numerous pre-paid credit cards to the Employees (collectively, the "**Credit Cards**") for business expenses incurred on behalf of Allied Track. In addition to the Credit Cards, Allied Track also provides certain of the Employees with pre-paid Mastercard credit cards for the sole purpose of purchasing fuel (collectively, the "**Fuel Cards**"). Given that the Credit Cards and Fuel Cards are pre-paid, no amounts are accrued and unpaid under either.

E. FINANCIAL POSITION OF ALLIED TRACK

27. As of the date of this affidavit, Allied Track has a nominal amount of cash on hand.

28. A copy of Allied Track's internally prepared and unaudited balance sheet for the period ended October 31, 2020, is attached hereto as **Exhibit "D"**. Certain information contained in this internally prepared and unaudited balance sheet is summarized below.

(a) Assets

29. As at October 31, 2020, the assets of Allied Track had an unaudited book value of approximately \$36,462,842 and consist of the following:

Current Assets: \$15,469,088	
Cash	\$0.00
Accounts receivable	\$2,732,697
Inventory	\$995,281

Deposits	\$3,679,505
Prepaid expenses	\$991,383
Due from related party	\$3,953,822
Unbilled revenue	\$3,116,400
Non-Current Assets: \$20,993,754	
Property and equipment	\$20,993,754
Total Assets	\$36,462,842

(b) Liabilities

30. As at October 31, 2020, the liabilities of Allied Track had an unaudited book value of approximately \$132,526,658, consisting of the following:

Current Liabilities: \$79,434,820	
Bank Indebtedness	\$219,470
Accounts payable and accrued liabilities	\$8,297,253
Current portion of long-term debt	\$60,423,363
Current portion due to related parties	\$3,930,316
Capital lease obligation	\$6,564,418
Non-Current Liabilities: \$53,091,838	
Long-term debt	\$36,988,762
Due to related parties	\$9,974,934
Capital Lease obligation	\$6,128,142
Total Liabilities	\$132,526,658

(c) Bridging Debt

31. Allied Track is a party to a credit agreement with Bridging, as administrative agent for certain lenders from time to time (collectively, the "**Lenders**") dated March 8, 2017 and amended and restated on November 15, 2017 (the "**Credit Agreement**"). Each of 240 and Swift are parties to the Credit Agreement as guarantors. Pursuant to a Joinder Agreement between Bridging, Bottom

Line, Allied Track, Swift and 240 (the "**Joinder Agreement**"), Bottom Line was added as a guarantor under the Credit Agreement. Capitalized terms used in this section and not otherwise defined herein have the meaning ascribed to them in the Credit Agreement. Copies of the Credit Agreement and the Joinder Agreement are attached hereto as **Exhibits "E" and "F"**, respectively.

32. Among other things, the Credit Agreement provides for:

- (a) A term non-revolving subordinated debt facility of up to \$18,500,000 (the "**Facility B Loan**"), bearing interest at 16% per annum calculated and payable on the daily outstanding balance of the Facility B Loan and compounded monthly. Pursuant to the Credit Agreement, a non-refundable work fee equal to 2% of each advance applies to all advances under the Facility B Loan.
- (b) A demand revolving loan of up to \$22,000,000 (the "**Facility A Loan**" and together with the Facility B Loan, the "**Loan Facilities**"), with a sublimit in US Dollars for advances to Bottom Line from Allied Track up to the lesser of (i) \$2,000,000, (ii) the value of Bottom Line's eligible assets included in the Loan Availability Formula, and (iii) the amount of intercompany indebtedness owing by Bottom Line to Allied Track from time to time. The Facility A Loan is interest-bearing at BMO's applicable prime rate of interest plus 11% per annum calculated and payable on the daily outstanding balance of the Facility A Loan and compounded monthly.

33. The amount available under the Facility A Loan at any time, and from time to time (the "**Facility A Loan Availability**") is determined by Bridging based on the amount determined pursuant to the Loan Availability Formula less the aggregate amount of the Facility A Loan outstanding (including principal, interest, costs, fees and expenses).

34. The Loan Facilities mature on the earlier of a demand and an Event of Default (as defined in the Credit Agreement) and a term ending on the first anniversary date of the date of the Credit Agreement in respect of the Facility B Loan. A monitoring fee of \$2,000, plus applicable taxes is due and payable to Bridging on the last business day of each month until the Loan Facilities mature. No enforcement action has been taken with respect to the Facility B Loan to date.

35. As of the date of this affidavit, approximately \$88,700,000 (inclusive of accrued interest) is owing to Bridging under the Loan Facilities.

36. As general continuing collateral security for the payment of all of Allied Track's obligations under the Credit Agreement, among other things, the following security was provided to Bridging (collectively, the "**Bridging Security**"):

- (a) a General Security Agreement dated March 8, 2017 pursuant to which Allied Track granted a continuing security interest in favour of Bridging in all of its present and after acquired personal property, wherever located and whether, including, without limitation, all present and future investment property, accounts and book debts, inventory, equipment, intellectual property, money maintained in a deposit or other account in Allied Track's name, contracts and agreements, and cash and cash equivalents;
- (b) a General Security Agreement dated March 8, 2017 pursuant to which 240 granted a security interest in favour of Bridging in all of its present and after acquired personal property, wherever located and whether, including, without limitation, all present and future investment property, accounts and book debts, inventory,

equipment, intellectual property, money maintained in a deposit or other account in 240's name, contracts and agreements, and cash and cash equivalents;

- (c) a General Security Agreement dated November 27, 2017 (the "**Bottom Line GSA**") pursuant to which Bottom Line collaterally assigned and pledged to Bridging and the Lenders, and granted a security interest to Bridging and the Lenders in all of its right title and interest in and to the Collateral (as defined in the Bottom Line GSA) to secure the prompt and complete payment, observance and performance of any and all obligations, indebtedness and liability of Bottom Line to Bridging, for and on behalf of itself and the Lenders;
- (d) a Guaranty dated November 27, 2017 pursuant to which Bottom Line unconditionally and irrevocably guaranteed to Bridging and the Lenders, the due and punctual payment of all present and future, direct or indirect, contingent or absolute, indebtedness, liabilities and obligations of Allied Track to Bridging and the Lenders;
- (e) a Limited Recourse Guarantee dated March 8, 2017 pursuant to which Swift, among other things, irrevocably and unconditionally guaranteed to Bridging and the Lenders the due and punctual payment and the due performance of (i) any and all debts, liabilities and obligations, present and future, direct or indirect, absolute or contingent, at any time or from time to time due or accruing due and owing by or otherwise payable by Allied Track to Bridging and the Lenders, and (ii) the due performance and compliance by Allied Track with all terms and conditions of the Credit Agreement and related Bridging Security documents;

- (f) a Securities Pledge Agreement dated March 8, 2017, pursuant to which 240 pledged all of its right, title and interest in, among other things, all of the equity interests of 240, including in Allied Track, to Bridging on behalf of itself and as agent for the Lenders to secure all of 240's debts, indebtedness, liabilities and obligations, thereto in connection with the Credit Agreement and certain of the Bridging Security documents; and
- (g) a Securities Pledge Agreement dated November 27, 2017, pursuant to which Swift pledged its equity interest in the shares of 240 and Bottom Line to Bridging, for the benefit of itself and the Lenders, to secure all of Swift's obligations, indebtedness and liability thereto.

37. A copy of the Bridging Security is attached hereto as **Exhibit "G"**.

38. In addition to the Bridging Security, Allied Track executed an Assignment of Debt and Security dated November 27, 2017 in favour of Bridging, as agent (the "**Assignment Agreement**"). A copy of the Assignment Agreement is attached hereto as **Exhibit "H"**.

39. Under the Assignment Agreement, Allied Track unconditionally pledged, assigned, transferred and set over to Bridging, and granted a security interest in, all of its right, title and interest in and to, among other things:

- (a) the Assigned Debt (as defined in the Assignment Agreement);
- (b) the Intercompany Grid Promissory Note dated November 27, 2017 issued by Bottom Line in favour of Allied Track (the "**Promissory Note**"), as amended, supplemented, restated or replaced from time to time, all benefit, power and

advantage of Allied Track to be derived therefrom and all covenants, obligations, agreements and undertakings of the parties thereunder;

- (c) all mortgages, charges and security agreements granted from time to time by Bottom Line or any other grantor in favour of Allied Track over all or any of Bottom Line's or any such other grantor's property, assets and undertakings from to time, and the mortgages, charges and security interests granted thereby, all benefit, power and advantage of Allied Track to be derived therefrom and all covenants, obligations, agreements and undertakings of the parties thereunder;
- (d) all principal and interest payments and other moneys due and payable to Allied Track under the Assigned Debt, the Promissory Note and the Security (as defined in the Assignment Agreement) or in connection with any of them; and
- (e) all proceeds of or from any of the foregoing, including all personal property in any form derived directly or indirectly from any dealing with any of the foregoing or that indemnifies any of the foregoing.

(d) Other Secured Debt

40. Attached as **Exhibit "I"** are search results from searches conducted against Allied Track under the *Personal Property Security Act*, R.S.O. 1990, c. P. 10 (Ontario) (the "**PPSA**"), *Personal Property Security Act*, R.S.B.C. 1996, c. 359 (British Columbia), *Personal Property Security Act*, R.S.A. 2000, c. P-7 (Alberta) and the *Personal Property Security Act*, C.C.S.M. c. P35 (Manitoba) effective December 21, 2020. Collectively, nineteen parties have registered financing statements against Allied Track. The details of these search results are discussed below.

(i) **Progress Rail Equipment Leasing Corporation**

41. On February 28, 2017, Allied Track entered into an Installment Sale Contract (the "**Sale Contract**") with Progress Rail Equipment Leasing Corporation ("**Progress**") pursuant to which Allied Track purchased 33 pieces of rail equipment (the "**Purchased Equipment**") for USD \$10,560,051 (the "**Purchase Price**"). Pursuant to the Sale Contract, the Purchase Price less the deposit of USD \$775,000 is to be paid by 84 equal monthly installments of USD \$149,153.59 beginning on March 1, 2017 and ending on March 1, 2024. The Purchase Price is subject to an implicit interest rate of 7.5% over the 84 month term under the Sale Contract.

42. Pursuant to the terms of the Sale Contract, Allied Track granted a first priority security interest in the Purchased Equipment to secure, among other things, the payment of the Purchase Price. Under an Assignment and Assumption Agreement dated June 6, 2019 (the "**First Assignment Agreement**"), Progress agreed to sell and Bridging agreed to purchase, Progress' interest in the Sale Contract for USD \$7,612,645.50, including, among other things, all of Progress' rights, claims, demands and causes of action, which Progress has under the Sale Contract, at law or under the provisions of the PPSA (collectively, the "**Assigned Assets**"). Bridging subsequently conveyed the Assigned Assets to 2700902 Ontario Inc. pursuant to an Assignment and Assumption Agreement dated June 11, 2019 (the "**Second Assignment Agreement**").

43. As contemplated by the First Assignment Agreement and the Second Assignment Agreement, Progress' interests and rights under the PPSA were assigned to 2700902 Ontario Inc. Copies of the First Assignment Agreement and the Second Assignment Agreement are attached hereto as **Exhibits "J"** and **"K"**, respectively.

44. Notably, Allied Track is not current with respect to its obligations under the Sale Contract. As of the date of this affidavit, approximately USD \$3,400,000 is overdue and owing under the Sale Contract.

(ii) Allied Track Equipment Company LLC

45. At the time of entering into the Sale Contract, it was the intention of Bridging, Allied Track and Allied Track Equipment Company LLC ("ATEC") that ATEC would be the purchaser of the Purchased Equipment and lease same to Allied Track. To this end: (i) ATEC, at the request of Allied Track, paid Progress the sum of USD \$2,750,000, which was treated as a loan advance to Allied Track (the "**Loan Advance**"); and (ii) Allied Track and ATEC entered into a Master Lease Agreement dated March 8, 2017 pursuant to which ATEC purported to lease the Purchased Equipment to Allied Track. However, at the time of executing the Sale Contract, Progress would not consent to the substitution of ATEC for Allied Track as purchaser.

46. To give effect to their original intentions and address a default arising under the Sale Contract, Bridging, Allied Track and ATEC entered into a Settlement Agreement on April 5, 2018 (the "**Settlement Agreement**"). A copy of the Settlement Agreement is attached hereto as **Exhibit "L"**.

47. The following steps were completed in accordance with the Settlement Agreement:

- (a) Allied Track executed a Promissory Note dated April 5, 2018 (the "**ATEC Promissory Note**") in favour of ATEC for the amount of USD \$3,000,000 (representing the Loan Advance, plus interest thereon at 7.5% per annum plus the legal expenses incurred by ATEC to the date of the Settlement Agreement);

- (b) Bridging, Allied Track and ATEC executed a Priorities Agreement dated April 5, 2018 (the "**Priorities Agreement**"), pursuant to which Bridging postponed its security interest in the Equipment Lender Collateral (as defined below);
- (c) Allied Track and ATEC executed an Equipment Security Agreement dated April 5, 2018 (the "**Equipment Security Agreement**"), granting to ATEC a security interest in the Purchased Equipment and certain related assets (collectively, the "**Equipment Lender Collateral**") to secure, among other things, all obligations owing by Allied Track to ATEC in connection with the ATEC Equipment Financing (as defined in the Equipment Security Agreement), the ATEC Promissory Note and the Settlement Agreement; and
- (d) Allied Track, Bridging and ATEC entered into a Use Agreement dated April 5, 2018 (the "**Use Agreement**") pursuant to which Bridging was granted the right to use the Equipment Lender Collateral in the event of any enforcement action in respect of Allied Track for a period not to exceed 180 days (or such greater period as ATEC may agree or a Court may order) from the date of receipt of written notice by Bridging of ATEC's intention to enforce its security in and to the Equipment Lender Collateral, or any intention of ATEC to repossess or remove the Equipment Lender Collateral from the possession of Allied Track provided certain conditions enumerated within the Use Agreement are satisfied.

48. Copies of the ATEC Promissory Note, the Priorities Agreement, the Equipment Security Agreement and the Use Agreement are attached hereto as **Exhibits "M", "N", "O" and "P"**, respectively.

(iii) BMO

49. Bank of Montreal has registered two financing statements in respect of Accounts and Other, with the following collateral descriptions "LF269 Pledge of Instrument and Assignment of Proceeds. Collateral described as BMO Redeemable Short Term Investment Certificate #0002 9627-499 in the principal amount of \$45,000" and "LF269 Pledge of and Assignment of Proceeds. Collateral described as BMO Redeemable Short Term Investment Certificate #0002 9627-499 in the principal amount of \$9500". Each registration by Bank of Montreal is in respect of a letter of credit issued to secure surety bonds provided by Allied Track's former insurers.

(iv) Other

50. Allied Track leases numerous vehicles, equipment and heavy machinery to conduct its business beyond the Purchased Equipment. Twelve of the nineteen parties that have registered financing statements in respect of Allied Track are in connection with such vehicles, equipment and heavy machinery. Allied Track is not current with respect to all such lease obligations. As of the date of this affidavit, approximately \$653,000 is outstanding under Allied Track's vehicle, equipment and heavy machinery leases.

(e) Unsecured Indebtedness

(i) Employee Liabilities

51. Gross payroll is approximately \$300,000 monthly. As discussed above, while Allied Track is current with respect to its payroll obligations and source deductions, it is not current with respect to union dues for the month of November 2020. The amount of union dues presently outstanding is approximately \$107,000.

(ii) **Promissory Notes**

52. Allied Track has issued the following promissory notes to Swift (240's 20% shareholder) on an unsecured basis (collectively, the "**Swift Promissory Notes**"):

Date of Issue	Key Terms
January 15, 2016	<u>Principal Amount</u> : USD \$1,295,000 <u>Interest Rate</u> : 15% per annum <u>Maturity Date</u> : January 31, 2022
September 8, 2016	<u>Principal Amount</u> : USD \$1,600,000 <u>Interest Rate</u> : 20% per annum <u>Maturity Date</u> : September 30, 2021
September 8, 2016	<u>Principal Amount</u> : USD \$775,000 <u>Interest Rate</u> : 15% per annum <u>Maturity Date</u> : September 30, 2021
October 31, 2016	<u>Principal Amount</u> : USD \$1,591,920 <u>Interest Rate</u> : 15% per annum <u>Maturity Date</u> : January 31, 2022

53. Copies of the Swift Promissory Notes are attached hereto as **Exhibit "Q"**. The entirety of the amounts owing under the Swift Promissory Notes, plus interest thereon, remain outstanding.

(iii) Other Unsecured Creditors

54. Along with the aforementioned obligations, the Applicant's additional unsecured creditors include:

- (a) ***Third Party Service Providers*** – Allied Track relies on a number of third party service providers in conducting its business. Allied Track is not current with all such providers and currently owes approximately \$798,000 for services rendered.
- (b) ***Canada Revenue Agency*** – Allied Track is not current with respect to its HST remittances. Allied Track was required to remit approximately \$1,514,131 to the Canada Revenue Agency, which as at the date of this affidavit, remains outstanding.
- (c) ***Litigation*** – Allied Track is the named defendant in a statement of claim filed on February 14, 2020 by Ovide Rouillard Inc. ("**Ovide**") in the Ontario Superior Court of Justice bearing Court File No.: 20-72183 (the "**Claim**"). In the Claim, Ovide asserts that it provided services to Allied Track relating to the destruction of old railroad ties for which the sum of \$172,636.80 remains outstanding. Allied Track has filed a statement of defence in response to the Claim. No further steps have been taken in the proceedings.

F. THE DIP LOAN

55. On January 21, 2021, Allied Track, as borrower (in such capacity, the "**Borrower**") and Bridging, as Agent (in such capacity the "**DIP Lender**"), entered into DIP term sheet in respect of the DIP Loan (the "**DIP Term Sheet**"). The DIP Loan is intended to provide Allied Track with the liquidity necessary to fund its ordinary course operations during the Proposal Proceedings.

56. The DIP Term Sheet provides for a super-priority DIP, non-revolving demand credit facility up to a maximum principal amount of \$3,000,000. The interest rate applicable to advances under the DIP Loan is 10% per annum, calculated on the daily outstanding balance owing under the DIP Loan and payable on the Maturity Date (as defined below).

57. The DIP Loan is conditional upon, among other things, the granting of the DIP Lender's Charge in the form proposed in the Order, and receipt of Court approval of the SISP and the Stalking Horse Agreement (solely for the purpose of acting as the Stalking Horse Bid in the SISP). In accordance with the DIP Term Sheet, the DIP Loan is to be used during the Proposal Proceedings to fund the following:

- (a) the working capital needs in accordance with the cash flow projections approved by the Proposal Trustee and the DIP Lender from time to time;
- (b) all fees and expenses incurred by the DIP Lender in connection with the preparation, registration and ongoing administration of the DIP Term Sheet, the Order and the DIP Lender's Charge, and with the enforcement of the DIP Lender's rights and remedies thereunder or at law or in equity, including, without limitation, all reasonable legal fees and disbursements incurred by the DIP Lender, on a full indemnity basis;
- (c) the professional fees and expenses incurred by the Borrower and the Proposal Trustee in respect of the Proposal Proceedings; and
- (d) such other costs and expenses of the Borrower as may be agreed to by the DIP Lender, in writing.

58. The DIP Loan is subject to customary covenants, conditions precedent and representations and warranties made by the Borrower to the DIP Lender. The DIP Loan must be repaid in full by the date (the "**Maturity Date**") that is the earliest of:

- (a) the date demand for payment is made by the DIP Lender;
- (b) the occurrence of an Event of Default (as defined in the DIP Term Sheet);
- (c) the date on which the period for the Borrower to file a proposal in the Proposal Proceedings is not extended or is terminated;
- (d) the date on which the Borrower becomes bankrupt;
- (e) the date on which a sale of substantially all of the business and assets of the Borrower is completed; and
- (f) April 6, 2021.

59. Given the Applicant's significant liquidity constraints described above, the DIP Loan is required to ensure that Allied Track is able to continue its ordinary course business operations while the SISP is conducted for the benefit of its stakeholders. I understand that the Proposal Trustee is supportive of the proposed DIP Loan and believes that it is necessary and appropriate in the circumstances.

G. THE SISP AND THE STALKING HORSE AGREEMENT

60. As discussed above, in an effort to address its liquidity and cash flow issues, Allied Track entered into discussions with Bridging, its senior secured lender regarding the restructuring of its business. These discussions culminated in an agreement to pursue a consensual restructuring

within the Proposal Proceedings that will result in the sale of the Allied Group's assets or businesses. To this end, the Applicant developed the SISP and the Bid Procedures, in consultation with the Proposal Trustee and Bridging, for the purpose of soliciting interest in, and opportunities for the sale of, or investment in, the assets and business operations of the Allied Group.

61. To facilitate the SISP and establish an appropriate floor for bids submitted therein, Allied Track, in consultation with the Proposal Trustee, also entered into an asset purchase agreement dated January 21, 2021 with 2806401 Ontario Inc., a nominee of Bridging (the "**Stalking Horse Agreement**"). The Stalking Horse Agreement will act as the Stalking Horse Bid in the SISP and will be subject to higher or otherwise better offers received.

62. While the SISP has been developed to identify and consummate a value-maximizing transaction, the Stalking Horse Agreement ensures that Allied Track's business will emerge from these proceedings as a going-concern. Further, in combination with the DIP Loan, the Stalking Horse Agreement will ensure uninterrupted business operations throughout the pendency of the Proposal Proceedings for the benefit of all stakeholders, including the Employees and the Applicant's customers.

63. The SISP and the Stalking Horse Agreement are described in greater detail immediately below.

(a) **The SISP and Bid Procedures**

64. The SISP provides that the Proposal Trustee, with the assistance of the Applicant, will solicit interest in, and opportunities for, a sale or investment in the Allied Group's assets and businesses, in whole or in part. Specifically, the proposed SISP will solicit offers for the following:

- (a) the assets, undertakings and interests of or shares in Bottom Line (the "**Bottom Line Assets**"); and
- (b) the assets, undertakings and interests of Allied Track (the "**Allied Track Assets**", and together with the Bottom Line Assets, the "**Vendors' Assets**").

65. While the Allied Group prefers to sell the Vendors' Assets pursuant to en bloc bid (an "**En Bloc Bid**"), separate bids to acquire some but not all of the Vendors' Assets, including, bids solely to acquire the Allied Track Assets or a portion thereof will be considered (each a "**Piecemeal Bid**"). In accordance with the SISP, a Piecemeal Bid will be considered if a combination of one or more Piecemeal Bids in the aggregate meet the requirements to be a Qualified Bid (as defined below).

66. In addition to seeking an En Bloc Bid or Piecemeal Bids, the Allied Group will also consider a bid that contemplates a plan of restructuring, recapitalization or other form of reorganization of the business and affairs of the Allied Group, as a going concern or a NOI proposal (an "**Investment Bid**"). Any such Investment Bid will only be considered a Qualified Bid under the SISP if it:

- (a) provides for the indefeasible payment in full of the amounts owing to Bridging or any affiliate or subsidiary thereof, or such lessor amount acceptable to Bridging, including without limitation the secured indebtedness owing to Bridging or any affiliate or subsidiary thereof, or such lessor amount acceptable to Bridging, on or before the Outside Date (as defined in the Stalking Horse Bid) regardless of the timeline for such Investment Bid;

- (b) has conditions that, in the reasonable opinion of the Allied Group and the Proposal Trustee, are likely to be satisfied; and
- (c) includes a fully-funded commitment to provide any additional interim financing required by the Allied Group to complete all steps required to implement such Investment Bid, any security in respect of such financing to be subordinate to the Administration Charge, Directors' Charge and DIP Lender's Charge.

67. The SISP is to be conducted in accordance with the timelines set out immediately below:

Key Date ¹	SISP Step
January 25, 2021	Delivery of Teaser Letter and sales packages
January 25, 2021	Confidential data – site to be established
February 24, 2021 at 5:00 p.m. (Eastern Time)	Bid Deadline – due date for bids and deposits
February 26, 2021 at 5:00 p.m. (Eastern Time)	Proposal Trustee to provide the Stalking Horse Bidder and each Qualified Bidder a schedule setting forth either or both (i) the highest or otherwise best fully binding offer for all of the Vendors' Assets and (ii) the highest or otherwise best fully binding offer(s) for all or any combination of the Vendors' Assets
March 1, 2021 at 10:00 a.m. (Eastern Time)	Auction (if any)
March 5, 2021 (Eastern Time) (pending the Court's availability)	Approval and Vesting Order hearing (no Auction)

¹ Capitalized terms not otherwise defined within this table have the meaning ascribed to them in the Bid Procedures.

March 10, 2021 (Eastern Time) (pending the Court's availability)	Approval and Vesting Order hearing

68. I am advised that the Proposal Trustee believes the aforementioned SISP timelines are appropriate in the circumstances and will provide sufficient opportunity to solicit interest for a sale of, or investment in, the Vendors' Assets. As set out above, the solicitation process will commence by no later than January 25, 2021, by which time:

- (a) the Proposal Trustee, with the assistance of the Allied Group, will prepare a list of potential bidders who may be interested in acquiring the Vendors' Assets in whole or in part (collectively, "**Known Potential Bidders**");
- (b) the Proposal Trustee will arrange for a notice of the SISP (and such other relevant information the Proposal Trustee considers appropriate) to be published as soon as reasonably practicable after the date hereof in *The Globe and Mail (National Edition)* and any other newspaper or journal as the Proposal Trustee considers appropriate, if any; and
- (c) the Proposal Trustee, in consultation with the Allied Group, will prepare: (i) a process summary (the "**Teaser Letter**") describing the Vendors' Assets, outlining the Bid Procedures and inviting recipients of the Teaser Letter to express their interest pursuant to the Bid Procedures; and (ii) a non-disclosure agreement in form and substance satisfactory to the Allied Group (an "**NDA**").

69. The Proposal Trustee will send the Teaser Letter and NDA to each Known Potential Bidder by no later than January 25, 2021. Further, the Proposal Trustee will also send the Teaser Letter

and NDA to any other party who requests a copy or who is identified by the Allied Group as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

70. The solicitation of higher and better offers for the Vendors' Assets in the SISP is governed by the Bid Procedures. The principal terms of the Bid Procedures are as follows:

Subject ²	Details
Bid Deadline	A Qualified Bidder that desires to make a bid shall deliver written copies of its bid and the Required Bid Terms and Materials to the Proposal Trustee no later than 5:00 p.m. (Eastern Time) on February 24, 2021.
Qualified Bidder	To be a "Qualified Bidder", a potential bidder must submit a bid in substantially the same form as the Stalking Horse Bid, providing for a cash purchase price of the Purchase Price (as defined in the Stalking Horse Bid) (approximately, CAD\$104.873 million), or such lesser amount otherwise acceptable to Bridging and satisfy the Required Bid Terms and Materials. Any bid meeting these criteria that is received by the Proposal Trustee before the Bid Deadline is a qualified bid (" Qualified Bid "). Bridging retains discretion to not accept any Qualified Bid that does not provide for cash repayment in full of the secured debt owing to Bridging and any affiliate or subsidiary thereof.
Required Bid Terms and Materials	All bids (other than the Stalking Horse Bid) must include the following requirements, among others, unless such requirement is waived by the Proposal Trustee and Bridging after consultation with the Allied Group: i. a base cash purchase price equal to or greater than (the "Base Purchase Price"): (a) the Purchase Price (being approximately CAD\$104.773 million), and CAD\$100,000 bid increment; or (b) such lesser amount otherwise acceptable to Bridging; ii. a description of the Vendors' Assets to be included in the transaction, including, without limitation, a description of which, if any, of the Bottom Line Assets are expected to be included in the transaction and an allocation of the Base Purchase Price to such Bottom Line Assets; iii. written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow the Proposal Trustee and the Allied Group to make

² Capitalized terms not otherwise defined within this table have the meaning ascribed to them in the Bid Procedures.

	a determination as to the bidder's financial and other capabilities to consummate the proposed transaction; iv. an assumption of liabilities and other economic terms pursuant to the Modified APA that are at least as favorable in the aggregate as those in the Stalking Horse Agreement; and v. a cash deposit in the amount of not less than ten percent (10%) of the amount of the Base Purchase Price, in the form of a wire transfer, certified cheque or such other form acceptable to the Proposal Trustee, acting reasonably (the "Bid Deposit"), which shall be held in a trust account established by the Proposal Trustee (the "Escrow Account"). Funds shall be disbursed from the Escrow Account only as follows: (a) if the Qualified Bidder is the Successful Bidder, its Bid Deposit will be disbursed in accordance with its binding transaction agreement; and (b) if the Qualified Bidder is not the Successful Bidder, then its Bid Deposit shall be returned to it, without interest, forthwith following the expiration of its offer (which in the case of the Back-Up Bid shall be following closing of the sale to the Successful Bidder).
Sale and Auction	If more than one Qualified Bid (other than that submitted by the Stalking Horse Bidder) has been received by the Proposal Trustee on or before the Bid Deadline, the Proposal Trustee shall advise all Qualified Bidders of the Lead Bid and invite all Qualified Bidders (including the Stalking Horse Bidder) to attend the Auction to be conducted by the Proposal Trustee in accordance with the Auction Procedures. The Auction will be conducted by videoconference due to the COVID-19 pandemic. If only one Qualified Bid is submitted by the Bid Deadline, other than the Stalking Horse Bid, the SISP shall not proceed to an Auction, and the Vendors and Bridging, in consultation with the Proposal Trustee, may engage with such Qualified Bidder to negotiate a binding offer, which offer, subject to acceptance by the Vendors, in consultation with the Proposal Trustee and Bridging, shall be the Successful Bid. The Stalking Horse Bidder shall not participate in the Auction.
Approval and Vesting Order	Subject to Court availability and the terms of the SISP and the Bid Procedures, Allied Track shall bring a motion on or before March 5, 2021 seeking the granting of an order by the Court authorizing Allied Track to proceed with the sale of the Vendors' Assets or a portion thereof to the Qualified Bidder making the Successful Bid.

71. I believe that the SISP and Bid Procedures will result in a fair and equitable process that will appropriately canvass the market in order to maximize value for the Vendors' Assets and recovery for Allied Track's stakeholders.

(b) **The Stalking Horse Agreement**

72. At this time, approval of the Stalking Horse Agreement is only being sought for the purposes of approving it as the Stalking Horse Bid under the SISP. To the extent the Stalking Horse Agreement is ultimately designated as the Successful Bid, further approval will be sought from the Court to consummate the transactions contemplated therein.

73. A Copy of the Stalking Horse Agreement is attached hereto as **Exhibit "R"** The salient terms of the Stalking Horse Agreement are summarized below:

Term³	Details
Purchase Price	The aggregate purchase price for the Purchased Assets (as defined below) shall comprise of the following amounts, in each case, exclusive of Transfer Taxes: (a) an amount equal to the Bridging Debt; (b) an amount equal to the Installment Contract Debt; (c) an amount required to satisfy the Priority Payables; (d) an amount equal to the Assumed Liabilities (as defined below); and (e) an amount required to satisfy the Wind Down Amount.
Purchased Assets	Subject to the terms and conditions of the Stalking Horse Agreement, except for the Excluded Assets (as defined below), the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, on the Closing Date, effective as of the Time of Closing, all undertakings, property and assets of the Vendor, including any and all assets that relate to or are used in connection with the operation of the Business

³ Capitalized terms not otherwise defined within this table have the meaning ascribed to them in the Stalking Horse Agreement.

	(collectively, the " Purchased Assets "), free and clear of all Encumbrances (other than Permitted Encumbrances).
Excluded Assets	The Purchaser shall not purchase the Vendor's right, title and interest in and to the following assets (collectively, the "Excluded Assets"): (a) the benefit of any contracts, agreements and/or understandings to which the Vendor is a party other than those contracts that are assigned to the Purchaser pursuant to Article 4 of the Stalking Horse Agreement or an Assignment Order; and (b) original tax records and books and records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance, capitalization or existence of the Vendor.
Assumed Liabilities	Subject to the Closing, and except for the Excluded Liabilities, the Purchaser agrees to assume, as of the Time of Closing, all of the Vendor's obligations and Liabilities (and no other obligations or Liabilities) relating to (collectively, the "Assumed Liabilities"): (a) the Purchased Assets arising and accruing in respect of the period after the Time of Closing and not related to any default existing at, prior to or as a consequence of Closing (which excludes all obligations and Liabilities in connection with the Assigned Contracts, the assumption of obligations and Liabilities of which is dealt with pursuant to Article 4 of the Stalking Horse Agreement); (b) the obligations and Liabilities of the Vendor with respect to the Transferred Employees that are expressly assumed by the Purchaser pursuant to the Stalking Horse Agreement; (c) the DIP Facility and all security with respect thereto, either, in the sole discretion of Bridging Finance Inc., as agent, in its capacity as lender thereunder, by assumption thereof or refinancing thereof pursuant to exit financing; and (d) any other Liability which the Purchaser agrees in writing to assume on or before the Closing Date.
Employee Matters	Effective as of the Closing Date, the Purchaser shall become the successor employer under the Collective Agreements and shall continue the employment of all Unionized Employees and shall: (i) recognize from and after the Closing Date the unions set forth in Schedule "D" of the Stalking Horse Agreement as the sole and exclusive collective bargaining agents for the Unionized Employees; and (ii) accept and be bound by the terms and conditions of the Collective Agreements applicable to the Unionized Employees, except that the Purchaser and the applicable collective bargaining agent shall be free (upon

	mutual agreement) to change the terms and conditions of the Unionized Employees or otherwise modify the applicable Collective Agreement. No less than three (3) Business Days in advance of the Closing Date, the Purchaser may, but shall not be obligated to offer employment to any of Allied Track's employees (other than Unionized Employees) to be effective on the Closing Date, conditional on Closing, on terms and conditions that are, in the aggregate, no less favourable than the terms and conditions on which such employees are employed immediately before the Closing Date. Such offers of employment shall recognize the non-union employee's past service with the Vendor for all purposes.
Conditions to Closing	The purchase and sale of the Purchased Assets is conditional upon, among other things: (a) no provision of any applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the purchase of the Purchased Assets pursuant to the Stalking Horse Agreement shall be in effect; (b) the Approval and Vesting Order shall have been issued and entered and shall not have been stayed, amended, modified, reversed or dismissed as at the Closing Date; (c) no motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the transactions contemplated by the Stalking Horse Agreement; (d) the representations and warranties of the Vendor contained in the Stalking Horse Agreement shall be true and correct as of the Closing Date in all material respects, with the same force and effect as if such representations and warranties had been made on and as of such date; (e) the Vendor shall have fulfilled or complied with all covenants contained in the Stalking Horse Agreement required to be fulfilled or complied with by it in all material respects at or prior to the Closing Date, including delivery by the Vendor of the documents and instruments contemplated by Section 11.2 of the Stalking Horse Agreement; (f) the Vendor shall not be and shall not have become a bankrupt under the BIA; (g) the Vendor shall have obtained consents from the counterparties to the Consent Required Contracts that have been designated as Assigned

	Contracts from the counterparties to those agreements and shall have delivered such consents to the Purchaser; (h) the Assignment Order, if requested by the Purchaser, shall have been issued and entered in form and substance satisfactory to the Purchaser; (i) the representations and warranties of the Purchaser contained in the Stalking Horse Agreement shall be true and correct as of the Closing Date in all material respects, with the same force and effect as if such representations and warranties had been made on and as of such date; and (j) the Purchaser shall have fulfilled or complied with all covenants contained in this Agreement required to be fulfilled or complied with by it in all material respects at or prior to the Closing Date, including delivery by the Purchaser of the documents and instruments contemplated by Section 11.3 of the Stalking Horse Agreement.

74. While the Applicant is optimistic that the SISP will result in a competitive bidding process in furtherance of a value maximizing transaction, the Stalking Horse Agreement assures the preservation and continuity of Allied Track's business as a going concern and the continued employment of substantially all of the Employees. Moreover, the Stalking Horse Agreement ensures that Allied Track can continue to participate and remain competitive in the tendering processes that are essential to its business. I believe that the consideration provided under the Stalking Horse Agreement for the acquisition of Allied Track's assets and business is both fair and reasonable to Allied Track and its stakeholders, and reflects the product of extensive arms'-length, good faith negotiations.

75. I understand that the Proposal Trustee is supportive of the Stalking Horse Agreement.

H. OTHER RELIEF SOUGHT

(a) Stay Extension

76. Allied Track is seeking an extension of the time required to file a proposal and the stay of proceedings to April 6, 2021.

77. Allied Track has been acting, and continues to, act in good faith and with due diligence for the benefit of its stakeholders. Prior to and since commencing the Proposal Proceedings, Allied Track has engaged in the following activities with a view to preserving and maximizing value:

- (a) with the assistance of the Proposal Trustee and the Applicant's legal advisors, undertaking an analysis of its restructuring options for the benefit of Allied Track's stakeholders, including its customers, suppliers and employees;
- (b) developing the SISP in consultation with the Proposal Trustee;
- (c) negotiating the Stalking Horse Agreement to serve as the Stalking Horse Bid in the SISP;
- (d) arranging for the DIP Loan to ensure that Allied Track has the necessary liquidity to fund the Proposal Proceedings, continue its ordinary course business operations, and meet its obligations while the SISP is conducted; and
- (e) continuing to engage in tendering processes to secure new contracts that will provide revenue throughout the Proposal Proceedings.

78. The proposed extension will stabilize and preserve the value of Allied Track's business and provide it with the breathing space necessary to conduct the SISP with a view to maximizing value

for its stakeholders. Having regard to the circumstances, the granting of the extension is in the best interests of the Applicant and its stakeholders, and I do not believe any creditor would be materially prejudiced by the extension.

79. Obtaining the extension at this time will also reduce professional and other costs associated with returning to Court for a further extension within thirty (30) days.

(b) The DIP Lender's Charge

80. The DIP Term Sheet provides, among other things, that the DIP Loan is contingent on granting the DIP Lender's Charge over the Property in favour of the DIP Lender up to the maximum amount of \$3,000,000. The proposed Order contemplates that the DIP Lender's Charge will rank subordinate to the Administration Charge and the Directors' Charge and in priority to all other encumbrances on the Property.

81. Pursuant to the proposed Order, the DIP Lender's Charge will secure all of the credit advanced under the DIP Loan. The DIP Lender's Charge will not secure obligations incurred prior to the Proposal Proceedings.

82. The DIP Lender's Charge is commensurate with the maximum available borrowings under the DIP Loan. I understand that the Proposal Trustee is supportive of the DIP Lender's Charge and its quantum.

(c) Administration Charge

83. The proposed Order provides the Administration Charge to secure the fees and disbursements of the Proposal Trustee, along with its counsel and Allied Track's counsel, incurred in connection with the Proposal Proceedings up to a maximum of \$500,000. The Administration

Charge is proposed to have first ranking priority over all other charges and encumbrances on the Property.

84. The Applicant requires the expertise, knowledge, and continued participation of the proposed beneficiaries of the Administration Charge during the Proposal Proceedings. Each of the beneficiaries of the Administration Charge will have distinct roles in the Proposal Proceedings.

85. The quantum of the proposed Administration Charge was estimated by the Applicant with the assistance of the Proposal Trustee. I believe that the Administration Charge is fair and reasonable in the circumstances. I understand that the Proposal Trustee and the DIP Lender are also supportive of the Administration Charge.

(d) Directors' Charge

86. I am advised by Sean Zweig of Bennett Jones LLP, counsel to Allied Track, and believe that, in certain circumstances, directors can be held liable for certain obligations of a company owing to employees and government entities, which may include unpaid accrued wages and unpaid accrued vacation pay, together with unremitted excise, sales, goods and services, and harmonized sales taxes.

87. Allied Track maintains an insurance policy in respect of the potential liability of its directors and officers (the "**D&O Policy**"). While the D&O Policy insures directors and officers for certain claims that may arise against them in their capacity as directors and/or officers of the Applicant, that coverage is not absolute. Rather, it is subject to several exclusions and limitations, which may result in there being insufficient coverage for potential director and officer liabilities. The directors and officers of Allied Track have expressed a desire for certainty with respect to their potential personal liability if they continue in their current roles in the Proposal Proceedings.

88. Allied Track requires the active involvement of its directors and officers during the Proposal Proceedings. Given the uncertainty surrounding available indemnities and insurance, Allied Track's directors and officers have indicated that their continued service and involvement in the Proposal Proceedings is conditional upon the granting of an Order under the BIA approving the proposed Directors' Charge in the amount of \$1,500,000. The Directors' Charge would be subordinate to the proposed Administration Charge but will rank in priority to all other encumbrances.

89. The Applicant believes that the Directors' Charge is reasonable in the circumstances, especially in light of the aforementioned risks. I understand that the Proposal Trustee and the DIP Lender are supportive of the Directors' Charge and its quantum.

(e) Authorization to Pay Certain Pre-Filing Amounts

90. During the course of the Proposal Proceedings, Allied Track intends to make payments for goods and services supplied to it post-filing in the ordinary course, as set out in the Cash Flow Statement (as defined below) and requested in the proposed Order.

91. Pursuant to the Order, Allied Track is also requesting authorization to make certain pre-filing payments with the consent of both the Proposal Trustee and the DIP Lender for goods and services actually supplied to Allied Track prior to the NOI. Payment for goods and services supplied to Allied Track prior to the date of the NOI is fundamental to preserving key supplier relationships and the continued operation of Allied Track's business. Any disruption to the provision of such goods and services could jeopardize the value of Allied Track's business and the viability of a sale transaction within the SISP.

(f) Cash Flow Statement

92. I understand that a projected consolidated cash flow statement for Allied Track for the 13-week period from January 18, 2021, to April 6, 2021 (the "**Cash Flow Statement**"), will be attached to the First Report of the Proposal Trustee.

93. The Cash Flow Statement has been prepared with the assistance of the Proposal Trustee and is accompanied by the prescribed representations in accordance with the BIA.

I. CONCLUSION

94. The proposed Order is in the best interests of Allied Track and its stakeholders.

95. Allied Track is actively engaging with, and has the support of its senior secured creditor, Bridging, and is entering the Proposal Proceedings on a consensual basis with the primary goal of consummating a sale transaction through the SISP for the benefit of all of its stakeholders. I believe that the Proposal Proceedings provide a process to maximize value for all of Allied Track's stakeholders, and that the relief sought in the Order is necessary at this time to ensure Allied Track's continued operation in the ordinary course of business.

96. For the reasons expressed herein, I am of the view that Allied Track is acting in good faith and with due diligence in seeking approval of the SISP, the Stalking Horse Agreement, an extension of time to file a proposal and the Court-ordered charges.

SWORN BEFORE ME over)
videoconference on this 21st day of January,)
2021. The affiant was located in the City of)
Grain Valley, in the State of Missouri and the)
Commissioner was located in the City of)
Oakville, in the Province of Ontario. This)
affidavit was commissioned remotely as a)
result of COVID-19 and the declaration was)
administered in accordance with Ontario)
Regulation 431/20.)



JOSHUA FOSTER

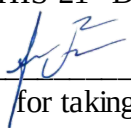
A Commissioner for Oaths in and for the
Province of Ontario



ANDREW STUART JONES

TAB A

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
ALLIED TRACK SERVICES INC., A CORPORATION INCORPORATED UNDER
THE LAWS OF ONTARIO**

Bid Procedures

On January 21, 2021 Allied Track Services Inc. ("**Allied Track**") filed a notice of intention to make a proposal (the "**NOI**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"). KSV Restructuring Inc. was named as the proposal trustee under the NOI (in such capacity, the "**Proposal Trustee**").

On January 22, 2021, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an order (the "**Order**") pursuant to the BIA, among other things: authorizing Allied Track to conduct a sale and investment solicitation process (the "**SISP**"); approving an interim financing facility pursuant to subsection 50.6(1) of the BIA (the "**DIP Facility**"); approving and accepting for the purpose of conducting the SISP the asset purchase agreement dated January 21, 2021 (the "**Stalking Horse Bid**") between Allied Track and 2806401 Ontario Inc., a nominee of Bridging Finance Inc. ("**Bridging**" and the stalking horse bidder entity, in such capacity, the "**Stalking Horse Bidder**"); and approving the Bid Procedures (as defined below).

Set forth below are the bid procedures (the "**Bid Procedures**") to be employed with respect to the sale of Allied Track's and Pittsburg Bottom Line LLC's ("**Bottom Line**", and together with Allied Track, the "**Vendors**") assets, interests, undertakings, and shares (in the case of Bottom Line), pursuant to the Court-approved SISP.

Subject to Court availability and the terms hereof, Allied Track shall bring a motion (the "**Approval and Vesting Order Motion**") on or before March 5, 2021 seeking the granting of an order by the Court (the "**Approval and Vesting Order**") authorizing Allied Track to proceed with the sale of the Vendors' Assets or a portion thereof to the Qualified Bidder making the Successful Bid (each as defined below) (the "**Successful Bidder**").

Key Dates

January 25, 2021	Delivery of Teaser Letter and sales packages
January 25, 2021	Confidential data – site to be established
February 24, 2021 at 5:00 p.m. (Eastern Time)	Bid Deadline – due date for bids and deposits
February 26, 2021 at 5:00 p.m. (Eastern Time)	Proposal Trustee to provide the Stalking Horse Bidder and each Qualified Bidder a schedule setting forth either or both (i) the highest or otherwise best fully binding offer for all of the Vendors' Assets and (ii) the highest or otherwise best fully binding offer(s) for all or any combination of the Vendors' Assets
March 1, 2021 at 10:00 a.m. (Eastern Time)	Auction (if any)
March 5, 2021 (Eastern Time) (pending the Court's availability)	Approval and Vesting Order hearing (no Auction)
March 10, 2021 (Eastern Time) (pending the Court's availability)	Approval and Vesting Order hearing

Solicitation of Interest: Notice of the SISP and Bid Procedures

As soon as reasonably practicable, but in any event no later than January 25, 2021:

- a) the Proposal Trustee, with the assistance of the Vendors, will prepare a list of potential bidders who may be interested in acquiring the Vendors' Assets in whole or in part (collectively, "**Known Potential Bidders**");
- b) the Proposal Trustee will arrange for a notice of the SISP (and such other relevant information the Proposal Trustee considers appropriate) to be published as soon as reasonably practicable after the date hereof in *The Globe and Mail (National Edition)* and any other newspaper or journal as the Proposal Trustee considers appropriate, if any; and
- c) the Proposal Trustee, in consultation with the Vendors, will prepare: (i) a process summary (the "**Teaser Letter**") describing the Vendors' Assets, outlining the Bid Procedures and inviting recipients of the Teaser Letter to express their interest pursuant to the Bid Procedures; and (ii) a non-disclosure agreement in form and substance satisfactory to the Vendors (an "**NDA**").

The Proposal Trustee will send the Teaser Letter and NDA to each Known Potential Bidder by no later than January 25, 2021 and to any other party who requests a copy of the Teaser Letter and NDA or who is identified by the Vendors as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

Assets to Be Sold En Bloc or Piecemeal

The Vendors are offering for sale: (i) the assets, undertakings and interests of or shares in Bottom Line (the "**Bottom Line Assets**"); and (ii) the assets, undertakings and interests of Allied Track (the "**Allied Track Assets**", and together with the Bottom Line Assets, the "**Vendors' Assets**").

The Vendors will consider (i) a bid for all of the Vendors' Assets (an "**En Bloc Bid**"); or (ii) separate bids to acquire some but not all of the Vendors' Assets, including, without limitation, bids to acquire solely the Allied Track Assets or a portion thereof (each a "**Piecemeal Bid**"), provided that the Vendors will only consider Piecemeal Bids if a combination of one or more Piecemeal Bids in the aggregate meet the requirements to be a Qualified Bid (as defined below). The Proposal Trustee will be responsible for conducting the SISP and an auction (the "**Auction**"), if any, on behalf of the Vendors. The Vendors' preferred transaction structure is an En Bloc Bid.

Although the Vendors are seeking bids to purchase some or all of the Vendors' Assets, the Vendors will also consider a bid that contemplates a plan of restructuring, recapitalization or other form of reorganization of the business and affairs of the Vendors, as a going concern or a NOI proposal (an "**Investment Bid**"), provided that an Investment Bid will only be considered a Qualified Bid if it: (i) provides for the indefeasible payment in full of the amounts owing to Bridging or any affiliate or subsidiary thereof, or such lesser amount acceptable to Bridging, including without limitation the secured indebtedness owing to Bridging or any affiliate or subsidiary thereof, or

such lesser amount acceptable to Bridging, on or before the Outside Date (as defined in the Stalking Horse Bid) regardless of the timeline for such Investment Bid; (ii) has conditions that, in the reasonable opinion of the Vendors and the Proposal Trustee, are likely to be satisfied; and (iii) includes a fully-funded commitment to provide any additional interim financing required by the Vendors to complete all steps required to implement such Investment Bid, any security in respect of such financing to be subordinate to the Administration Charge, Directors' Charge and DIP Lender's Charge (each as defined in the Order).

The Bidding Process

The Proposal Trustee, in consultation with the Vendors, shall be responsible for the marketing and sale of the Vendors' Assets pursuant to the Bid Procedures. The Proposal Trustee, with the consent of the Vendors, shall have the right to adopt such other rules for the Bid Procedures (including rules that may depart from those set forth herein) that in its reasonable business judgment will better promote the goals of the SISP, *provided, however*, that the adoption of any rule that materially deviates from the Bid Procedures shall require the prior written consent of the Stalking Horse Bidder or a further Order of the Court.

Participation Requirements

Any interested party that wishes to participate in the process detailed by these Bid Procedures (a "**Potential Bidder**") must provide to the Proposal Trustee:

- a) an NDA executed by it, which shall enure to the benefit of any purchaser of the Vendors' Assets, or any portion thereof, and
- b) a letter setting forth the identity of the Potential Bidder, and the contact information for such Potential Bidder.

To be a "**Qualified Bidder**", a Potential Bidder must submit a bid in substantially the same form as the Stalking Horse Bid, providing for a cash purchase price of the Purchase Price (as defined in the Stalking Horse Bid) (approximately CAD\$104.873 million), or such lesser amount otherwise acceptable to Bridging, and satisfy the Required Bid Terms and Materials (as defined below). Any bid meeting these criteria that is received by the Proposal Trustee before the Bid Deadline is a qualified bid ("**Qualified Bid**").

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written copies of its bid and the Required Bid Terms and Materials to the Proposal Trustee no later than 5:00 p.m. (Eastern Time) on February 24, 2021 (the "**Bid Deadline**"). Written copies of bids and the Required Bid Terms and Materials shall be delivered by the Bid Deadline by email to the Proposal Trustee:

KSV Restructuring Inc. 150 King Street West, Suite 2308
Toronto, Ontario, M5H 1J9
Attention: Eli Brenner
Email: ebrenner@ksvadvisory.com

The Proposal Trustee shall forthwith provide copies of any bids received to the Vendors and Bridging.

Interested parties requesting information about the bid process, should contact the Proposal Trustee at the address noted above.

Bid Requirements

All bids (other than the Stalking Horse Bid) must include the following requirements, unless such requirement is waived by the Proposal Trustee after consultation with the Vendors and Bridging (collectively, the "**Required Bid Terms and Materials**"):

- a) the identity of each entity or person and representatives thereof who are authorized to appear and act on behalf of the bidder for all purposes regarding the transaction;
- b) a base cash purchase price equal to or greater than (the "**Base Purchase Price**"):
 - (i) the Purchase Price (being approximately CAD\$104.773 million) and CAD\$100,000 bid increment; or
 - (ii) such lesser amount otherwise acceptable to Bridging;
- c) a description of the Vendors' Assets to be included in the transaction, including, without limitation, a description of which, if any, of the Bottom Line Assets (including any shares) are expected to be included in the transaction and an allocation of the Base Purchase Price to such Bottom Line Assets;
- d) a provision stating that the Potential Bidder's offer is irrevocably open for acceptance until the earlier of (i) the date that the Vendors' Assets have been sold pursuant to the closing of the transaction(s) approved by the Court; and (ii) the Outside Date;
- e) there shall be no provision making the Potential Bidder's offer conditional on obtaining financing or any internal approval or on the outcome of unperformed due diligence or any other contingencies more burdensome than those set forth in the Stalking Horse Agreement;

- f) a duly authorized and executed copy of a proposed purchase agreement and a redline of the bidder's proposed purchase agreement reflecting variations from the Stalking Horse Bid (the "**Modified APA**");
- g) there shall be no provision within the Modified APA requesting or entitling the Potential Bidder to any termination or break-up fee, expense reimbursement or similar type of payment;
- h) written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow the Proposal Trustee and the Vendors to make a determination as to the bidder's financial and other capabilities to consummate the proposed transaction;
- i) an assumption of liabilities and other economic terms pursuant to the Modified APA that are at least as favorable in the aggregate as those in the Stalking Horse Agreement; and
- j) a cash deposit in the amount of not less than ten percent (10%) of the amount of the Base Purchase Price, in the form of a wire transfer, certified cheque or such other form acceptable to the Proposal Trustee, acting reasonably (the "**Bid Deposit**"), which shall be held in a trust account established by the Proposal Trustee (the "**Escrow Account**"). Funds shall be disbursed from the Escrow Account only as follows: (i) if the Qualified Bidder is the Successful Bidder, its Bid Deposit will be disbursed in accordance with its binding transaction agreement; and (ii) if the Qualified Bidder is not the Successful Bidder, then its Bid Deposit shall be returned to it, without interest, forthwith following the expiration of its offer (which in the case of the Back-Up Bid (as defined below) shall be following closing of the sale to the Successful Bidder).

For the purposes of these Bid Procedures, the Proposal Trustee shall provide all Potential Bidders with an estimate of the anticipated amount owing under the DIP Facility as of the Closing Date (as defined in the Stalking Horse Bid), provided however that the Successful Bidder must agree to adjust its bid (either higher or lower) to reflect the actual amount owing under the DIP Facility on Closing.

A bid received from a Potential Bidder that includes all of the Required Bid Terms and Materials and has been received by the Bid Deadline is a "Qualified Bid". The Proposal Trustee shall notify each Potential Bidder with respect to whether it has submitted a Qualified Bid as soon as practicable after the Bid Deadline. In consultation with the Vendors and Bridging, the Proposal Trustee may waive compliance with any one or more of the Required Bid Terms and Materials and deem such non-compliant bid to be a Qualified Bid.

The Proposal Trustee shall review the Qualified Bids and shall recommend to the Vendors and Bridging which Qualified Bid is the best offer, if any. The Vendors, in consultation with the Proposal Trustee, reserve the right to determine the value of any Qualified Bid, and which Qualified Bid will constitute the lead bid in the Auction (such Qualified Bid, the "**Lead Bid**"). Details of the Lead Bid will be provided by the Proposal Trustee to all Qualified Bidders after the Bid Deadline and no later than 5:00p.m. (Eastern Time) two (2) days before the date scheduled for the Auction.

Notwithstanding the Required Bid Terms and Materials detailed above, the Stalking Horse Bid shall be deemed to be a Qualified Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Bidder, however the Stalking Horse Bidder shall not participate in the Auction, if any.

If no Qualified Bids are submitted by the Bid Deadline other than the Stalking Horse Bid, the Stalking Horse Bid shall be deemed to be the Successful Bid, and the SISF shall not proceed to an Auction. If only one Qualified Bid is submitted by the Bid Deadline, other than the Stalking Horse Bid, the SISF shall not proceed to an Auction, and the Vendors and Bridging, in consultation with the Proposal Trustee, may engage with such Qualified Bidder to negotiate a binding offer, which offer, subject to acceptance by the Vendors, in consultation with the Proposal Trustee and Bridging, shall be the Successful Bid.

The Sale and Auction Process

If more than one Qualified Bid (other than that submitted by the Stalking Horse Bidder) has been received by the Proposal Trustee on or before the Bid Deadline, the Proposal Trustee shall advise all Qualified Bidders of the Lead Bid and invite all Qualified Bidders (including the Stalking Horse Bidder) to participate in the Auction to be conducted by the Proposal Trustee in accordance with the Auction Procedures attached hereto as Schedule "A" (the "**Auction Procedures**"). The Auction will be conducted by video conference due to the COVID-19 pandemic.

Determination of Highest and/or Best Bid: The Proposal Trustee shall determine after each round of offers in the Auction, in its reasonable business judgment, the best bid and shall recommend such bid to the Vendors and Bridging as the Lead Bid for the following round. In making such determination, the Proposal Trustee, the Vendors and Bridging may consider, without limitation: (i) the amount and nature of the consideration; (ii) the proposed assumption of liabilities, if any, and the related implied impact on recoveries for creditors; (iii) the ability of the Qualified Bidder in question to close the proposed transaction; (iv) the proposed closing date and the likelihood, extent and impact of any potential delays in closing; (v) any purchase price adjustment; (vi) the net economic effect of any changes made to the Stalking Horse Bid; and (vii) such other considerations as the Proposal Trustee, the Vendors or Bridging deem relevant in their reasonable business judgment. At the end of each round of offers, the Proposal Trustee shall advise the Qualified Bidders of the material terms of the then highest and/or best bid, and the basis for

calculating the total consideration offered in such offer. If at the end of any round of bidding a Qualified Bidder has elected not to submit a further bid meeting the criteria set out herein (including the Minimum Overbid Increment (as defined in the Auction Procedures)), then such Qualified Bidder shall not be entitled to continue to participate in the next round of offers or in any subsequent round.

If only one Qualified Bid is submitted after a round of offers then that Qualified Bid shall be the Successful Bidder. The next highest offer, as determined by the Vendors based on the Proposal Trustee's recommendation (the "**Back-up Bid**"), shall be required to keep its offer open and available for acceptance until the closing of the Court-approved sale of the Vendors' Assets to the Successful Bidder.

Notwithstanding the foregoing, Bridging shall retain the discretion to not accept any Qualified Bid that does not provide for cash repayment in full of the secured debt owing to Bridging and any affiliate or subsidiary thereof.

Highest versus Best Offer

In determining the Lead Bid, the highest and/or best sale offer during each round of offers, and the Successful Bid, the Proposal Trustee and the Vendors, in consultation with Bridging, are not required to select the offer with the highest purchase price and may, exercising their reasonable business judgment, select another offer on the basis that it is the best offer even though not the highest purchase price. Without limiting the foregoing, the Proposal Trustee and the Vendors, in consultation with Bridging, may give such weight to the non-monetary considerations as they determine, exercising their reasonable business judgment, are appropriate and reasonable, including those considerations described above under "Determination of the Highest and/or Best Bid".

Acceptance of Qualified Bids

The sale of the Vendors' Assets to any Successful Bidder by the Vendors is expressly conditional upon the approval of such bid (the "**Successful Bid**") by the Court at the hearing of the Approval and Vesting Order Motion. The presentation of the Successful Bid to the Court for approval does not obligate the Vendors to close the transaction contemplated by such Successful Bid unless and until the Court approves the Successful Bid. The Vendors will be deemed to have accepted a bid only when the bid has been approved by the Court at the hearing on the Approval and Vesting Order Motion.

"As Is, Where Is, With All Faults"

The sale of the Vendors' Assets or any portion thereof shall be on an "as is, where is" and "with all faults" basis and without representations, warranties, or guarantees, express, implied or statutory,

written or oral, of any kind, nature, or description by the Proposal Trustee or the Vendors or their agents, representatives, partners or employees, or any of the other parties participating in the sales process pursuant to these Bid Procedures, except as may otherwise be provided in a definitive purchase agreement with the Vendors. By submitting a bid, each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Vendors' Assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Vendors' Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Vendors' Assets, the financial performance of the Vendors' Assets or the physical condition or location of the Vendors' Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these Bid Procedures or as set forth in a definitive purchase agreement with the Vendors.

Free of Any and All Liens

Except as otherwise provided in the Stalking Horse Bid or another Successful Bidder's purchase agreement, and subject to any permitted encumbrances therein, all of Allied Track's right, title and interest in and to the Vendors' Assets shall be sold free and clear of all liens and encumbrances pursuant to the Approval and Vesting Order except for Permitted Encumbrances (as defined in the Stalking Horse Bid).

Approval and Vesting Order Motion Hearing

If there is no Auction, the Approval and Vesting Order Motion shall, subject to the Court's availability take place on or before March 5, 2021. In the case of an Auction, the Approval and Vesting Order Motion shall, subject to the Court's availability, take place on or before March 10, 2021. Allied Track, with the consent of the Proposal Trustee, reserves its right to the extent consistent with the Stalking Horse Bid to change the date of the hearing of the Approval and Vesting Order Motion in order to achieve the maximum value for the Vendors' Assets.

Miscellaneous

The solicitation process and these Bid Procedures are solely for the benefit of the Vendors and nothing contained in the Order or these Bid Procedures shall create any rights in any other person (including, without limitation, any bidder or Qualified Bidder, and any rights as third party beneficiaries or otherwise) other than the rights expressly granted to a Successful Bidder under the Order. The bid protections incorporated in these Bid Procedures are solely for the benefit of the Stalking Horse Bidder.

Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Qualified Bid, due diligence activities, and any further

negotiations or other actions whether or not they lead to the consummation of a transaction, including, without limitation, any actions within the Auction.

Except as provided in the Order and Bid Procedures, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Order, the SISP and the Bid Procedures.

The Proposal Trustee may consult with Bridging, the Vendors' senior secured creditor, throughout the SISP.

SCHEDULE "A"

Auction Procedures

Auction

1. If the Vendors, based on the recommendation of the Proposal Trustee, in consultation with Bridging, determine to conduct an Auction pursuant to the Bid Procedures to which these Auction Procedures are appended, the Proposal Trustee will notify the Qualified Bidders who made a Qualified Bid that an Auction will be conducted. The Auction will be convened by the Proposal Trustee and conducted by video conference at 10:00 a.m. (Eastern Time) on March 1, 2021, or such other place and time as the Proposal Trustee may advise. Capitalized terms used but not defined have the meaning ascribed to them in the Bid Procedures. The Stalking Horse Bidder shall not participate in the Auction. The Auction shall be conducted in accordance with the following procedures:
 - a) Participation at the Auction. Only a Qualified Bidder is eligible to participate in the Auction. The Proposal Trustee shall provide all Qualified Bidders with the amount of the Lead Bid by 5:00 p.m. (Eastern Time) two (2) Days before the date scheduled for the Auction. Each Qualified Bidder must inform the Proposal Trustee whether it intends to participate in the Auction no later than 12:00 p.m. (Eastern Time) on the business day prior to the Auction. Only the authorized representatives of each of the Qualified Bidders, the Proposal Trustee, the Vendors, Bridging, and their respective counsel and other advisors shall be permitted to attend the Auction.
 - b) Bidding at the Auction. Bidding at the Auction shall be conducted in rounds. The Lead Bid shall constitute the "**Opening Bid**" for the first round and the highest Overbid (as defined below) at the end of each round shall constitute the Opening Bid for the following round. In each round, a Qualified Bidder may submit no more than one Overbid. Any Qualified Bidder who bids in a round (including the Qualified Bidder that submitted the Opening Bid for such round) shall be entitled to participate in the next round of bidding at the Auction.

- c) Proposal Trustee Shall Conduct the Auction. The Proposal Trustee and its advisors shall direct and preside over the Auction. At the start of each round of the Auction, the Proposal Trustee shall provide the terms of the Opening Bid to all participating Qualified Bidders at the Auction. The determination of which Qualified Bid constitutes the Opening Bid for each round shall take into account any factors that the Proposal Trustee and the Vendors, in consultation with Bridging, reasonably deem relevant to the value of the Qualified Bid, including, among other things, the following: (i) the amount and nature of the consideration; (ii) the proposed assumption of any liabilities and the related implied impact on recoveries for creditors; (iii) the Proposal Trustee's and the Vendors' assessment of the certainty of the Qualified Bidder to close the proposed transaction on or before the Outside Date; (iv) the likelihood, extent and impact of any potential delays in closing; (v) the net economic effect of any changes from the Opening Bid of the previous round; and (vi) such other considerations as the Proposal Trustee or the Vendors deem relevant in their reasonable business judgment (collectively, the "**Bid Assessment Criteria**"). All bids made after the Opening Bid shall be Overbids, and shall be made and received on an open basis, and all material terms of the highest and best Overbid shall be fully disclosed to all other Qualified Bidders that are participating in the Auction. The Proposal Trustee shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction.
- d) Terms of Overbids. An "**Overbid**" is any bid made at the Auction subsequent to the Proposal Trustee's announcement of the Opening Bid. To submit an Overbid, in any round of the Auction, a Qualified Bidder must comply with the following conditions:
- (i) *Minimum Overbid Increment:* Any Overbid shall be made in minimum cash purchase price increments of \$100,000 above the Opening Bid, or such increments as the Proposal Trustee, in consultation with the Vendors, may determine in order to facilitate the Auction (the "**Minimum Overbid Increment**"). The amount of the cash purchase price consideration or value of any Overbid shall not be less than the cash purchase price consideration or value of the Opening Bid, plus the Minimum Overbid Increment(s) at that time, plus any additional Minimum Overbid Increments.
 - (ii) *The Bid Requirements same as for Qualified Bids:* Except as modified herein, an Overbid must comply with the Required Bid Terms and Materials, provided, however, that the Bid Deadline shall not apply. Any Overbid made by a Qualified Bidder must provide that it remains irrevocable and binding on the Qualified Bidder and open for acceptance as a Back-Up Bid until the closing of the Successful Bid.
 - (iii) *Announcing Overbids:* At the end of each round of bidding, the Proposal Trustee shall announce the identity of the Qualified Bidder and the material terms of the then highest and/or best Overbid, including the nature of the transaction, the assets and/or business proposed to be acquired and the obligations proposed to be assumed, the basis for calculating the total

consideration offered in such Overbid based on, among other things, the Bid Assessment Criteria.

- (iv) *Consideration of Overbids:* The Proposal Trustee, in consultation with the Vendors and Bridging, reserves the right to make one or more adjournments in the Auction in durations set by the Proposal Trustee to, among other things: (A) allow individual Qualified Bidders to consider how they wish to proceed; (B) consider and determine the current highest and/or best Overbid at any given time during the Auction; and (C) give Qualified Bidders the opportunity to provide the Proposal Trustee or the Vendors with such additional evidence as it may require that the Qualified Bidder has obtained all required internal corporate approvals, has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing Overbid amount. The Proposal Trustee may have clarifying discussions with a Qualified Bidder, and the Proposal Trustee may allow a Qualified Bidder to make technical clarifying changes to its Overbid following such discussions. **BIDDERS MUST OBTAIN ALL NECESSARY APPROVALS AND FUNDING COMMITMENTS IN ADVANCE OF THE AUCTION.**
- (v) *Failure to Bid:* If at the end of any round of bidding a Qualified Bidder (other than the Qualified Bidder that submitted the then highest and/or best Overbid or Opening Bid, as applicable) fails to submit an Overbid, then such Qualified Bidder shall not be entitled to continue to participate in the next round of the Auction.
- e) Additional Procedures. The Proposal Trustee, in consultation with the Vendors and Bridging, may adopt additional or alternative rules for the Auction at or prior to the Auction that will better promote the goals of the SISF, including rules pertaining to the structure of the Auction, the order of bidding provided they are not inconsistent with any of the provisions of the Bid Procedures and provided further that no such rules may change the requirement that all material terms of the then highest and/or best Overbid at the end of each round of bidding will be fully disclosed to all other Qualified Bidders.
- f) Closing the Auction. The Auction shall be closed once the Vendors, after considering the Proposal Trustee's recommendation, and in consultation with Bridging, have: (i) reviewed the final Overbid of each Qualified Bidder on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the proposed sale; and (ii) identified the Successful Bid and the Back-Up Bid and the Proposal Trustee has advised the Qualified Bidders participating in the Auction of such determination.
- g) Finalizing Documentation. Promptly following a Bid of a Qualified Bidder being declared the Successful Bid or the Back-Up Bid, the Qualified Bidder shall execute

and deliver such revised and updated definitive transaction agreements as may be required to reflect and evidence the Successful Bid or Back-Up Bid. For greater certainty, every bid made at Auction is deemed to be a signed and binding bid based on the bidder's original Qualified Bid.

information with respect to the Purchased Assets as the Purchaser from time to time reasonably requests.

Section 9.4 Access to Books and Records.

For a period of 6 years from the Closing Date or for such longer period as may be required by Law, the Purchaser will use its reasonable commercial effects, without any Liability to the Vendor, to retain all original books and records relating to the Purchased Assets that are transferred to the Purchaser under this Agreement. So long as any such books and records are retained by the Purchaser pursuant to this Agreement, the Vendor, the Proposal Trustee, any receiver or Trustee in Bankruptcy appointed in respect of the Vendor and their respective representatives shall have the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser. The Purchaser has the right to have its representatives present during any such inspection.

Section 9.5 Use of Business Name.

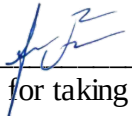
On or promptly following the Closing Date, and except as may be required for purposes of the NOI proceedings, the Vendor shall discontinue use of the name "Allied Track" and any variation thereof, except where legally required to advise that its name has been changed to another name or to refer to the historical fact that the Vendor previously conducted the Business under the "Allied Track" name, and the Vendor shall, subject to the Court's approval, as soon as reasonably practicable following Closing, file articles of reorganization to change the corporate name of the Vendor to another name not confusingly similar to its present name. Subject to the Court's approval, the Approval and Vesting Order shall authorize and direct the appropriate Governmental Authority to accept such articles of reorganization, notwithstanding the insolvency of the Vendor.

Section 9.6 Post-Closing Accounts Receivable.

Within three (3) Business Days following the Closing Date, and prior to any assignment in bankruptcy, the Vendor shall deliver a notice, in a form satisfactory to the Purchaser and duly executed by the Vendor, to the account debtors of the Accounts Receivable included in the Purchased Assets regarding the transfer of the accounts receivable and directing that all further payments thereunder be made to the Purchaser. Any Accounts Receivable forming part of the Purchased Assets collected by the Vendor or any trustee-in-bankruptcy appointed with respect to the Vendor (or other proceeds collected or derived from a Purchased Asset by the Vendor or such trustee-in-bankruptcy), other than the Purchase Price paid hereunder, from and after the Closing Date shall be held in trust for the benefit of the Purchaser, and such funds shall not form part of the Vendor's estate or otherwise made available to the Vendor's stakeholders, and, upon receipt following the Closing, shall promptly be paid to, and for the benefit of, the Purchaser in accordance with its rights under this Agreement.

TAB B

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

January 21, 2021

Allied Track Services Inc.
169A South Service Road
Grimsby, ON L5M 4H6

Attention: Andy Jones

Dear Sir,

Re: Bridging Finance Inc., as Agent (the “Lender”), interim financing credit facility in favour of Allied Track Services Inc. (the “Borrower”)

We understand that the Borrower intends to file a notice of intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) naming KSV Restructuring Inc. as proposal trustee (the “**Proposal Trustee**”), and that in connection with the BIA proceedings (the “**Proposal Proceedings**”) the Borrower requires interim financing and will be seeking an order pursuant to subsection 50.6(1) of the BIA (the “**Interim Financing Order**”) from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The Lender is pleased to offer interim financing by way of the credit facility described in this term sheet (the “**Term Sheet**”) subject to the terms and conditions set forth herein. Unless otherwise indicated, all amounts are expressed in Canadian currency. All capitalized terms not otherwise defined in the body of this Term Sheet shall have the meanings ascribed thereto in **Schedule “A”**.

Borrower: Allied Track Services Inc.

Lender: Bridging Finance Inc., as Agent

Facility: A super-priority, debtor-in-possession, non-revolving demand credit facility up to the maximum principal amount of \$3,000,000 (the “**Facility**”).

Purpose: The purpose of the Facility is to fund (i) working capital needs in accordance with the cash flow projections approved by the Proposal Trustee and the Lender from time to time (the “**Cash Flow Projections**”); (ii) the Lender’s Fees and Expenses (as defined below); (iii) professional fees and expenses incurred by the Borrower and the Proposal Trustee in respect of the Proposal Proceedings; and (iv) such other costs and expenses of the Borrower as may be agreed to by the Lender, in writing.

Repayment: The Borrower shall repay all obligations owing under the Facility on the earlier of (the “**Maturity Date**”) (i) demand; (ii) the occurrence of an Event of Default (as defined below); (iii) the date on which the period for

the Borrower to file a proposal in the Proposal Proceedings is not extended or is terminated; (iv) the date on which the Borrower becomes bankrupt; (v) the date upon which a sale of substantially all of the business and assets of the Borrower is completed; and (vi) April 6, 2021.

**Facility
Advances:**

The Facility shall be available by multiple advances (individually, an “**Advance**” and collectively, “**Advances**”), normally to be issued once a week but in any case at the Lender’s sole discretion with regard to timing, in amounts consistent with the Cash Flow Projections or as otherwise agreed to by the Lender in writing, and each such Advance shall be wire transferred to the Borrower’s existing disbursement account with the Bank of Montreal.

The Cash Management System currently in place between the Borrower and the Lender will continue to apply. All Advances by the Lender to the Borrower in excess of the amount owing by the Borrower to the Lender as at the commencement of the Proposal Proceedings under the existing credit facilities made available by the Lender shall be Advances under the Facility.

Nothing in this Term Sheet creates a legally binding obligation on the Lender to advance any amount under the Facility at any time unless the Lender is completely satisfied in its sole discretion, acting reasonably, that the Borrower is in compliance with every provision of this Term Sheet and that no fact exists or event has occurred which materially changes the manner in which the Lender previously evaluated the risks inherent in advancing amounts to the Borrower under the Facility, whether or not the Lender was or should have been aware of such facts or events differently at any time.

**Interest Rate
and Expenses:**

Interest: Interest on the principal amount of each Advance outstanding from time to time shall bear interest at a rate of ten per cent (10%) per annum, which interest shall be calculated on the daily outstanding balance owing under the Facility, not in advance, and shall accrue and be paid on the Maturity Date.

Expenses: The Borrower shall pay all fees and expenses (collectively, the “**Lender’s Fees and Expenses**”) incurred by the Lender in connection with the preparation, registration and ongoing administration of this Term Sheet, the Interim Financing Order, the Interim Financing Charge (as defined below) and with the enforcement of the Lender’s rights and remedies thereunder or at law or in equity, including, without limitation all reasonable legal fees and disbursements incurred by the Lender, on a full indemnity basis. For greater certainty, “Lender’s Fees and Expenses” shall include all reasonable fees and expenses incurred by the Lender in connection with the Proposal Proceedings and all Court attendances in

respect thereof. If the Lender has paid any expense for which the Lender is entitled to reimbursement from the Borrower, such expense shall be added to the Facility and shall accrue interest at the rate set out above. All such fees and expenses and interest thereon shall be secured by the Interim Financing Charge whether or not any funds under the Facility are advanced.

Security:

All debts, liabilities, and obligations of the Borrower under the Facility shall be secured by the Interim Financing Charge and such security agreements charging all of the properties, assets and undertakings of the Borrower, as may be reasonably requested by the Lender.

**Conditions
Precedent:**

The availability of the Facility is subject to and conditional upon the following conditions precedent unless waived in writing by the Lender in its sole discretion:

1. receipt of the entered Interim Financing Order in a form satisfactory to the Lender including:
 - (a) approving this Term Sheet, and the Facility contemplated herein;
 - (b) granting the Lender a priority charge (the “**Interim Financing Charge**”) in and to all present and future properties, assets and undertakings of the Borrower, subject only to (i) an administration charge in the maximum aggregate amount of \$500,000 for the payment of the fees and expenses of the Proposal Trustee, counsel to the Borrower, counsel to the Proposal Trustee, and any trustee in bankruptcy of the Borrower and its counsel (the “**Administration Charge**”); and (ii) a charge in the maximum aggregate amount of \$1,500,000 as security for the indemnity provided to the directors and officers of the Borrower against obligations and liabilities they may incur after the commencement of the Proposal Proceedings (the “**Directors’ Charge**”), subject to the terms and conditions set out in the Interim Financing Order or any other Court order granting such charges;
 - (c) granting the Lender the right, upon the occurrence of an Event of Default, to terminate the Facility and to enforce the rights and remedies available to it, with Court approval obtained on not more than three (3) days’ notice to the Borrower and the Proposal Trustee pursuant to the Interim Financing Order, this Term Sheet, the Interim Financing

Charge, and any additional rights and remedies available to it, at law or in equity;

- (d) declaring that the granting of the Interim Financing Charge, the execution and delivery of all other documents and instruments contemplated herein, and the payment of all amounts by the Borrower to the Lender, including any and all fees and interest, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any Applicable Law;
 - (e) declaring the Interim Financing Order, including the Interim Financing Charge granted thereunder, binding upon a trustee in bankruptcy of the Borrower, the Proposal Trustee, a receiver, interim-receiver, receiver-manager or any other officer of the Court appointed in respect of the Borrower; and
 - (f) declaring the Lender to be an “unaffected creditor” under any proposal made by the Borrower and that the indebtedness to the Lender under the Facility shall not be compromised under any such proposal;
- 2. receipt of Court approval of a sale process (the “**Sale Process**”), which Sale Process shall include a stalking horse asset purchase agreement to be entered into among the Borrower and a nominee of the Lender (solely for the purpose of acting as the stalking horse bid in the Sale Process) in a form satisfactory to the Lender pursuant to the Interim Financing Order or any other order of the Court (the “**Sale Process Order**”);
 - 3. the Interim Financing Order and the Sale Process Order shall not have been amended or varied in a manner adverse to the Lender, or stayed, without the consent of the Lender, and shall continue to be in full force and effect;
 - 4. receipt of a duly executed copy of this Term Sheet; and
 - 5. delivery by the Borrower to the Lender of any such further security or documentation that the Lender and its lawyers may reasonably require to give effect to the foregoing.

Each of the following is a condition precedent to any Advance to be made hereunder, in each case unless waived in writing by the Lender in its sole discretion:

1. all of the conditions contained in this Term Sheet shall have been satisfied and shall as at the time of the making of the Advance in question continue to be satisfied; and
2. no Event of Default shall have occurred and be continuing.

The making of an Advance hereunder without the fulfillment of one or more conditions set forth in this Term Sheet shall not constitute a waiver of any such condition, unless expressly so waived in writing by the Lender, and the Lender reserves the right to require fulfillment of such condition in connection with any Advance.

Covenants:

The Borrower covenants and agrees with the Lender, so long as any amounts are outstanding by the Borrower to the Lender hereunder, to:

1. pay all sums of money when due hereunder;
2. not request, obtain or consent to a variation of the Interim Financing Order if such variation may be prejudicial to the Lender, without the prior written consent of the Lender, such consent not to be unreasonably withheld or delayed;
3. make all reasonable efforts to provide the Lender with at least three (3) Business Days' notice of all Court filings made by it, together with copies of, and an opportunity to comment on, all related Court materials;
4. provide the Lender with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default, a breach of any covenant or other term or condition of this Term Sheet, or of any document given in connection therewith;
5. use the proceeds of the Facility solely for the purposes provided for herein;
6. keep and maintain books of account and other accounting records in accordance with generally accepted accounting principles;
7. upon reasonable notice, permit the Lender or its representatives, at any time and from time to time with such frequency as the Lender, in its sole discretion, may require, to visit and inspect the Borrower's premises, properties and assets and to examine and obtain copies of the Borrower's records or other information and discuss the Borrower's affairs with the auditors, counsel and other

professional advisors of the Borrower, all at the reasonable expense of the Borrower;

8. carry on the business of the Borrower in the normal course, consistent with past practice and orders of the Court made in the Proposal Proceedings;
9. not incur any expense other than as included in the Cash Flow Projections, without the prior written consent of the Lender not to be unreasonably withheld;
10. to pay or make provision for payment of all Priority Claims due and payable from and after the commencement of the Proposal Proceedings; and
11. keep the Borrower's assets fully insured against such perils and in such manner as would be customarily insured by companies owning similar assets naming the Lender as first loss payee and to ensure all assets secured by the Interim Financing Charge are in existence and in the possession and control of the Borrower.

**Events
of Default:**

Without limiting the right of the Lender to demand payment at anytime, if any one or more of the following events (an "**Event of Default**") has occurred and is continuing:

1. the Borrower fails to pay when due any principal, interest, fees or other amounts due under this Term Sheet;
2. the Borrower breaches any covenant, term, condition or other provision of the Existing Security, this Term Sheet, or any other document delivered to the Lender in respect thereof;
3. if the Interim Financing Order or the Sale Process Order is stayed, set aside or varied in a manner adverse to the Lender, without the consent of the Lender, in its sole discretion, or any other order of the Court in the Proposal Proceedings is made, which is or may be prejudicial to the Lender's interests;
4. the stay of proceedings resulting from the Proposal Proceedings is terminated or lifted in whole or in part without the consent of the Borrower and the Lender;
5. substantially all of the business or assets of the Borrower are sold except pursuant to a transaction resulting from the Sale Process or as may be otherwise approved by the Lender in writing in advance;

6. any default or failure by the Borrower to make any payment of any Priority Claims due and payable from and after the commencement of the Proposal Proceedings; and
7. the Borrower becomes bankrupt or a receiver, receiver and manager, or other officer of the Court is appointed for all or any significant part of the assets of any Borrower;

then, in such event, the Lender may, by written notice to the Borrower, declare all monies outstanding under the Facility to be immediately due and payable and upon seeking an Order of the Court on not more than three (3) days' notice, enforce, without further notice, demand or delay, all of its rights and remedies against the Borrower and its properties, assets and undertakings including, without limitation, the enforcement of the Interim Financing Charge.

Nothing contained in this section shall limit any right of the Lender under this Term Sheet to demand payment of the Facility. On demand or the occurrence of an Event of Default, at the discretion of the Lender, the Borrower shall not be entitled to any further advance under the existing loan facilities or this Facility. Any advance made by the Lender after the occurrence of an Event of Default shall not oblige the Lender to make further advances thereafter.

**Evidence of
Indebtedness:**

The Lender shall maintain records evidencing the Facility. The Lender's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Lender pursuant to this Term Sheet.

**Representations
and Warranties:**

The Borrower represents and warrants to the Lender that:

1. the Borrower is a corporation duly incorporated, validly existing and duly registered or qualified to carry on business in the Province of Ontario and any other jurisdiction where it may carry on business;
2. subject to the issuance of the Interim Financing Order, the execution, delivery and performance by the Borrower of this Term Sheet has been duly authorized by all necessary actions and do not violate the constating documents or any Applicable Laws or agreements to which the Borrower is subject or by which it is bound;
3. no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default, a

breach of any covenant or other term or condition of this Term Sheet or any document given in connection therewith; and

4. the Borrower has good and marketable title to all of its properties, assets and undertakings.

General:

Non-Merger: The provisions of this Term Sheet shall not merge on the first advance hereunder but shall continue in full force and effect for the benefit of the parties hereto.

Further Assurances and Documentation: The Borrower shall do all things and execute all documents deemed necessary or appropriate by the Lender for the purposes of giving full force and effect to the terms, conditions, undertakings hereof and the Interim Financing Charge to be granted pursuant to the Interim Financing Order.

Severability: If any provision of this Term Sheet is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor shall it invalidate, affect or impair any of the remaining provisions of this Term Sheet.

Governing Law: This Term Sheet shall be construed in accordance with and be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Counterparts: This Term Sheet may be executed in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Term Sheet by email, PDF or by other electronic means shall be as effective as delivery of a manually executed counterpart.

Assignment: The Lender may assign all or part of its rights and obligations under this Term Sheet to any affiliate of the Lender without notice to and without the Borrower's consent. The Lender may assign all or part of its rights and obligations under this Term Sheet to a non-affiliate of the Lender (i) prior to the occurrence of an Event of Default with the consent of the Borrower and (ii) at any time after the occurrence of an Event of Default without the consent of the Borrower (provided that the Lender will provide prompt written notice of any such assignment to the Borrower in any event). The Borrower may not assign or transfer all or any part of its rights or obligations under this Term Sheet, without the Lender's prior written consent, in its sole discretion, any such transfer or assignment being null and void and of no force or effect.

This Term Sheet shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Time: Time is and shall be of the essence in all provisions of this Term Sheet.

Termination by Borrower: At any time following the indefeasible payment in full in immediately available funds of all of the amounts owing under the Facility, including, without limitation, principal, interest, costs and expenses contemplated hereunder, the Borrower shall be entitled to terminate this Term Sheet upon written notice to the Lender.

Whole Agreement, Amendments and Waiver: This Term Sheet and any other written agreement delivered pursuant to or referred to in this Term Sheet constitute the whole and entire agreement between the parties in respect of the Facility. There are no verbal agreements, undertakings or representations in connection with the Facility. No amendment or waiver of any provision of this Term Sheet will be effective unless it is in writing signed by the Borrower and the Lender. No failure or delay on the part of the Lender in exercising any right or power hereunder or under the Interim Financing Charge shall operate as a waiver thereon. No course of conduct by the Lender will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Term Sheet and the Interim Financing Charge or the Lender's rights thereunder.

**Commercially
Reasonable
Efforts:**

Upon the Borrower's acceptance of this Term Sheet, the Borrower will use its commercially reasonable efforts to obtain the Interim Financing Order.

Expiration:

This Term Sheet must be accepted by the Borrower by no later than 5:00 p.m. on Thursday, January 21, 2021, after which this Term Sheet will expire.

If the terms and conditions of this Term Sheet are acceptable to you, please sign in the space indicated below and return the signed copy of this Term Sheet to us. Acceptance may also be effected by electronic transmission and in counterpart.

We thank you for allowing us the opportunity to provide you with this Term Sheet.

Yours truly,

BRIDGING FINANCE INC., as Agent



Per:
Name: Graham Marr
Title: President

We have authority to bind the corporation.

ACCEPTANCE

The undersigned hereby accepts this Term Sheet this 21st day of January, 2021.

ALLIED TRACK SERVICES INC.



Per: _____
Name: Andrew Stuart Jones
Title: Director

Per: _____
Name: _____
Title: Director

We have authority to bind the corporation.

SCHEDULE “A”

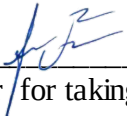
In addition to terms defined elsewhere in this Term Sheet, the following terms shall have the following meanings:

- (a) **“Applicable Laws”** means, with respect to any person, property, transaction or event, all present or future statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction, in each case, having the force of law in any applicable jurisdiction.
- (b) **“Existing Security”** means all documents executed by the Borrower in favour of Bridging Finance Inc., as Agent pursuant to the letter agreement dated March 8, 2017 as amended and restated by letter agreement dated November 15, 2017.
- (c) **“Priority Claims”** means the aggregate of any amounts accrued or payable by the Borrower which under any law rank prior to or *pari passu* with the Interim Financing Charge or otherwise in priority to any claim by the Lender for payment of any amounts owing under this Term Sheet, including: (i) wages, salaries, commissions or other remuneration; (ii) vacation pay; (iii) pension plan contributions; (iv) amounts required to be withheld from payments to employees or other persons for federal and provincial income taxes, employee Canadian Pension Plan contributions and employee Employment Insurance premiums, additional amounts payable on account of employer Canada Pension Plan contributions and employer Employment Insurance premiums; (v) harmonized sales tax; (vi) provincial sales or other consumption taxes; (vii) Workers' Compensation Board and Workplace Safety and Insurance Board premiums or similar premiums; (viii) real property taxes; (ix) rent and other amounts payable in respect of the use of real property; (x) amounts payable for repair, storage, transportation or construction or other services which may give rise to a possessory or registerable lien; (xi) claims which suppliers could assert pursuant to Section 81.1 or Section 81.2 of the BIA; and (xii) WEPPA Claims; and (xii) amounts under the Administration Charge and the Directors' Charge.
- (d) **“WEPPA Claims”** means any claims made against the Borrower pursuant to the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s.1, as the same may be amended, restated or replaced from time to time.

Words importing the singular include the plural thereof and vice versa and words importing gender include the masculine, feminine and neuter genders.

TAB C

THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

Request ID: 025454470
Transaction ID: 77625557
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/12/22
Time Report Produced: 11:24:55
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1958635	ALLIED TRACK SERVICES INC.	2016/07/01
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
169A SOUTH SERVICE ROAD	NOT APPLICABLE	A
	New Amal. Number	Notice Date
GRIMSBY	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		Letter Date
CANADA L3M 4H6		NOT APPLICABLE
Mailing Address	Revival Date	Continuation Date
169A SOUTH SERVICE ROAD	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
GRIMSBY	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		EP Licence Eff.Date
CANADA L3M 4H6		EP Licence Term.Date
	Number of Directors	Date Ceased
	Minimum	Maximum
	00001	00010
Activity Classification	Date Commenced in Ontario	Date Ceased in Ontario
NOT AVAILABLE	NOT APPLICABLE	NOT APPLICABLE

Request ID: 025454470
Transaction ID: 77625557
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/12/22
Time Report Produced: 11:24:55
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1958635

Corporation Name

ALLIED TRACK SERVICES INC.

Corporate Name History

ALLIED TRACK SERVICES INC.

Effective Date

2016/07/01

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

ALLIED TRACK SERVICES INC.

AV SIGNAL SERVICES HOLDINGS INC.

AV RAIL CONTRACTING LTD.

Corporate Number

1913449

2496760

1954585

Request ID: 025454470
Transaction ID: 77625557
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/12/22
Time Report Produced: 11:24:55
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

1958635

Corporation Name

ALLIED TRACK SERVICES INC.

Administrator:

Name (Individual / Corporation)

JAMES
GORDON
CRAIG

Address

1124 CREEKSIDE DRIVE

OAKVILLE
ONTARIO
CANADA L6H 4Z5

Date Began

2016/07/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

MICHAEL
KENEFICK

Address

150 N WACKER DRIVE

CHICAGO
ILLINOIS
UNITED STATES OF AMERICA 60606

Date Began

2016/07/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

N

Request ID: 025454470
Transaction ID: 77625557
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/12/22
Time Report Produced: 11:24:55
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

1958635

Corporation Name

ALLIED TRACK SERVICES INC.

Administrator:

Name (Individual / Corporation)

MICHAEL
KENEFICK

Address

150 N WACKER DRIVE

CHICAGO
ILLINOIS
UNITED STATES OF AMERICA 60606

Date Began

2016/07/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

ASSISTANT SECRETARY

Resident Canadian

N

Administrator:

Name (Individual / Corporation)

NICHOLAS
KUNEMAN

Address

150 N WACKER DRIVE

Suite # 3025
CHICAGO
ILLINOIS
UNITED STATES OF AMERICA 60606

Date Began

2016/07/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

N

Request ID: 025454470
Transaction ID: 77625557
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/12/22
Time Report Produced: 11:24:55
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

1958635

Corporation Name

ALLIED TRACK SERVICES INC.

Administrator:

Name (Individual / Corporation)

NICHOLAS
KUNEMAN

Address

150 N WACKER DRIVE
Suite # 3025
CHICAGO
ILLINOIS
UNITED STATES OF AMERICA 60606

Date Began

2016/07/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

N

Administrator:

Name (Individual / Corporation)

DAVID
MALAY

Address

27 S STONE AVENUE J-GARDEN
LA GRANGE
ILLINOIS
UNITED STATES OF AMERICA 60525

Date Began

2016/07/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

N

Request ID: 025454470
Transaction ID: 77625557
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/12/22
Time Report Produced: 11:24:55
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

1958635

Corporation Name

ALLIED TRACK SERVICES INC.

Administrator:

Name (Individual / Corporation)

DAVID

MALAY

Address

27 S STONE AVENUE J-GARDEN

LA GRANGE
ILLINOIS
UNITED STATES OF AMERICA 60525

Date Began

2016/07/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

N

Administrator:

Name (Individual / Corporation)

DAVID

MALAY

Address

27 S STONE AVENUE J-GARDEN

LA GRANGE
ILLINOIS
UNITED STATES OF AMERICA 60525

Date Began

2016/07/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

CHIEF EXECUTIVE OFFICER N

Resident Canadian

Request ID: 025454470
Transaction ID: 77625557
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/12/22
Time Report Produced: 11:24:55
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CORPORATION PROFILE REPORT

Ontario Corp Number

1958635

Corporation Name

ALLIED TRACK SERVICES INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2016	1C	2019/06/24 (ELECTRONIC FILING)

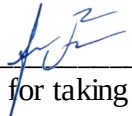
THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

TAB D

THIS IS **EXHIBIT "D"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



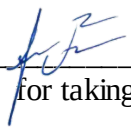
A Commissioner for taking Affidavits, etc.

Allied Track Services Inc.
Balance Sheet
(Unaudited)
As at October 31, 2020

	Mgmt Prepared	Reviewed
	Oct 2020	2019
	\$	\$
Assets		
Current assets		
Cash	0	401,195
Accounts receivable	2,732,697	3,933,301
Inventory	995,281	826,324
Deposits	3,679,505	0
Prepaid expenses	991,383	514,021
Due from related party	3,953,822	3,397,075
Unbilled revenue	3,116,400	1,318,906
	15,469,088	10,390,822
Property and equipment	20,993,754	21,563,328
Intangible assets	0	0
Goodwill	0	0
	36,462,842	31,954,150
Liabilities		
Current liabilities		
Bank indebtedness	219,470	2,155,213
Accounts payable and accrued liabilities	8,297,253	6,445,381
Government remittances payable	0	0
Current portion of long-term debt	60,423,363	47,707,863
Current Portion due to related parties	3,930,316	4,600,236
Deferred revenue	0	0
Capital lease obligation	6,564,418	4,095,724
Deferred gain on sale and leaseback	0	0
	79,434,820	65,004,417
Long-term debt	36,988,762	29,746,643
Due to related parties	9,974,934	8,646,913
Future income taxes	0	
Capital lease obligation	6,128,142	7,147,343
	132,526,658	110,545,316
Shareholders' Deficiency		
Share capital	12,225,804	12,225,804
Contributed surplus	63,536	63,536
Deficit	-108,353,156	-90,880,506
Deficiency attributable to shareholders	-96,063,816	-78,591,166
	36,462,842	31,954,150

TABLE

THIS IS **EXHIBIT "E"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.



March 8, 2017

Allied Track Services Inc.
169A South Service Road
Grimsby, Ontario L3M 4H6

Attention: Michael Kenefick, David Malay and Nick Kuneman

Dear Sirs:

Re: Credit Facilities provided by Bridging Finance Inc. as agent (the "Agent") for certain lenders from time to time (collectively, the "Lenders"), in Favour of Allied Track Services Inc. (the "Borrower")

The Agent, on behalf of the Lenders, is pleased to offer the credit facilities (collectively, the "**Facilities**") described in this letter credit agreement (as may be amended, restated, supplemented, extended or replaced from time to time, the "**Agreement**") subject to the terms and conditions set forth herein including, without limitation, the satisfactory completion of due diligence. Unless otherwise indicated, all amounts are expressed in Canadian currency. All capitalized terms not otherwise defined in the body of this Agreement shall have the meanings ascribed thereto in **Schedule "A"**.

Borrower: Allied Track Services Inc.

Guarantors: 2409889 Ontario Inc. ("**240**")
Swift Railroad Holdings U.S. LLC ("**Swift**")
(individually, a "**Guarantor**", and collectively, the "**Guarantors**")

Agent: Bridging Finance Inc., as agent for the Lenders

Facilities:

- (i) Demand non-revolving loan of up to \$8,000,000 based on the Facility A Loan Availability, as defined below (the "**Facility A Loan**").
- (ii) Demand revolving loan of up to \$7,000,000 based on the Facility B Loan Availability, as defined below (the "**Facility B Loan**").
- (iii) Demand revolving accordion loan of up to \$5,000,000 based on the Facility C Loan Availability, as defined below (the "**Facility C Loan**").

Purpose: To refinance existing indebtedness owed to CIBC and to support the working capital needs of the Borrower.

Term: The earlier of demand and a term ending March 9, 2018 (the "**Term**").

Facility A Loan

Availability:

The amount available under the Facility A Loan at any time and from time to time (the "**Facility A Loan Availability**") shall be subject to a maximum equal to the then applicable Facility A Loan Cap, and will be determined by the Agent once each week (or more frequently as determined by the Agent), in accordance with the following calculation:

- (i) the amount determined pursuant to the Loan Availability Formula;
LESS
- (ii) the aggregate amount of the Facility A Loan outstanding (including principal, interest, costs, fees and expenses).

If the Facility A Loan Availability determined using the above calculation is \$0 or greater, the full amount of the Facility A Loan Cap shall remain available to the Borrower. If the Facility A Loan Availability determined using the above calculation is less than \$0, the Borrower shall forthwith pay to the Agent an amount equal to the amount by which the aggregate amount of the Facility A Loan outstanding exceeds the Facility A Loan Cap.

**Facility B Loan
Availability:**

The amount available under the Facility B Loan at any time and from time to time (the "**Facility B Loan Availability**") shall be subject to a maximum of \$7,000,000, and will be determined by the Agent once each week (or more frequently as determined by the Agent), in accordance with the following calculation:

- (i) the amount determined pursuant to the Loan Availability Formula;
LESS
- (ii) an amount equal to the Facility A Loan Cap; **LESS**
- (iii) the amount of the Facility B Loan then outstanding, together with all amounts owing by the Borrower to the Agent under this Agreement (including principal, interest, costs, fees and expenses owing in respect of any Facility) or under any other agreement or instrument, without duplication of any amount already accounted for in subsection (ii) above.

**Facility C Loan
Availability:**

The Facility C Loan shall be an accordion facility and be available if the Loan Availability Formula demonstrates, in the opinion of the Agent, availability after the full amounts of the Facility A Loan and the Facility B Loan have been advanced to the Borrower. The amount available under the Facility C Loan at any time and from time to time (the "**Facility C Loan Availability**") shall be subject to a maximum of \$5,000,000, and will be determined by the Agent once each week (or more frequently as determined by the Agent), in accordance with the following calculation:

- (i) the amount determined pursuant to the Loan Availability Formula;
LESS
- (ii) an amount equal to the Facility A Loan Cap; **LESS**
- (iii) an amount equal to the Facility B Loan Cap; **LESS**
- (iii) the amount of the Facility C Loan then outstanding, together with all amounts owing by the Borrower to the Agent under this Agreement (including principal, interest, costs, fees and expenses owing in respect of any Facility) or under any other agreement or instrument, without duplication of any amount already accounted for in subsections (ii) and (iii) above.

**Determination of
Loan Availability:**

On a Business Day in each week as determined by the Agent (the "**Report Day**"), prior to 1:00 p.m. ET, the Borrower will provide a report (a "**Weekly Borrowing Base Report**") to the Agent (in such form and together with any back-up materials as the Agent shall reasonably require) providing, as at the end of the preceding week, a listing of all of the accounts receivable, accounts payable, work in progress, details regarding purchase orders and contracts, inventory, equipment, fixed assets, details of any then existing or potential Priority Claims, the amount of the requested Facility B Loan advance to be made hereunder during such week, and any other information that may be reasonably required by the Agent. The Agent shall, upon receipt of such report, calculate the then existing Facility A Loan Availability and Facility B Loan Availability and advise the Borrower accordingly.

**Facility A Loan
Advance:**

Provided that the Weekly Borrowing Base Report prepared by the Borrower to the Agent for the Initial Advance Date demonstrates sufficient Facility A Loan Availability to advance the entire Facility A Loan, no Event of Default has occurred which has not been waived in writing by the Agent, demand has not been made by the Agent, and all other conditions precedent hereunder have been met, the entire amount of the Facility A Loan shall be advanced to or on behalf of the Borrower on the Initial Advance Date. The Borrower and the Agent acknowledge and agree that, unless any Weekly Borrowing Base Report demonstrates that the aggregate amount of the Loan Availability is less than \$8,000,000, or the Agent has otherwise made demand for repayment of the Facilities hereunder, the Facility A Loan shall not revolve during the Term and remain outstanding.

**Facility B Loan
Advances:**

Advances under the Facility B Loan to be made hereunder shall be the lesser of the Borrower's requested advance in its Weekly Borrowing Base Report and an amount equal to the Facility B Loan Availability and will, less any amounts to be deducted therefrom as provided for hereunder, be deposited into the Borrower's Disbursement Accounts.

Provided that no Event of Default has occurred which has not been waived in writing by the Agent, demand has not been made by Agent, the Agent has received the portion of its Work Fee due as of the date of such advance and all other fees payable at such time hereunder, and that at the time the advance is to be made the conditions contained in this Agreement have been satisfied, Facility B Loan advances to be made hereunder shall, provided that the request is contained in a Weekly Borrowing Base Report and that such Weekly Borrowing Base Report is received by the Agent prior to 1:00 p.m. on the Report Day, be made no later than the close of business on the second Business Day following the Agent's receipt of such request.

**Facility C Loan
Advances:**

Advances under the Facility C Loan to be made hereunder shall be the lesser of the Borrower's requested advance in its Weekly Borrowing Base Report and an amount equal to the Facility C Loan Availability and will, less any amounts to be deducted therefrom as provided for hereunder, be deposited into the Borrower's Disbursement Accounts.

Provided that no Event of Default has occurred which has not been waived in writing by the Agent, demand has not been made by Agent, the Agent has received its Work Fee due as of the date of such advance and all other fees payable at such time hereunder, the Agent has received not less than 30 days' written notice that the Facility C Loan is to be accessed by the Borrower, and that at the time the advance is to be made the conditions contained in this Agreement have been satisfied, Facility C Loan advances to be made hereunder shall, provided that the request is contained in a Weekly Borrowing Base Report and that such Weekly Borrowing Base Report is received by the Agent prior to 1:00 p.m. on the Report Day, be made no later than the close of business on the second Business Day following the Agent's receipt of such request.

**Interest Rate
and Fees:**

Interest: Prime plus 11% per annum calculated on the daily outstanding balance of the Facilities and compounded monthly, not in advance and with no deemed reinvestment of monthly payments. On the occurrence of an Event of Default or demand by Agent, interest shall be calculated at an annual rate of 21% per annum calculated and compounded as aforesaid.

Work Fee: A work fee of \$300,000, plus applicable taxes (the "Work Fee") in respect of the Facilities, which fee will be deemed to be fully earned upon the execution and delivery of this Agreement, and which fee shall be paid as follows: (i) \$150,000, plus applicable taxes, shall be payable to the Agent and shall be deducted from the initial advance of the Facilities; and (ii) the remaining \$150,000, plus applicable taxes, shall be due and payable on the earlier of: (A) the date the Agent makes demand for immediate repayment of the Facilities and all other amounts owing hereunder; and (B) July 31, 2017.

Deposit:

The Agent acknowledges that it has been paid a deposit of \$50,000 by the Borrower (the "**Deposit**"). The Deposit shall be retained by the Agent to settle its due diligence and review costs, with any remaining amount, after all such costs have been settled, being applied against the then outstanding balance of the Facilities.

Monitoring Fee: A monitoring fee of \$2,000, plus applicable taxes, will be due and payable to the Agent on the last Business Day of each month.

Administration Fee: If the Borrower fails to pay any amounts on the day such amounts are due or if the Borrower fails to deliver the required reports set out herein, the Borrower shall pay to the Agent a late administration fee of \$100, plus applicable taxes, per day until such date that such payment has been made or the Borrower has delivered such report, as the case may be.

Expenses: The Borrower shall pay all fees and expenses (including, but not limited to, all due diligence, consultant, field examination and appraisal costs, all fees and expenses for outside legal counsel and other outside professional advisors and the time spent by the Agent and its representatives in retaking, holding, repairing, processing and preparing for disposition and disposing of the Security calculated at the Agent's standard per diem rate in effect at such applicable time and established by the Agent in its sole discretion for internal personnel of the Agent) incurred by the Agent in connection with the preparation, registration and ongoing administration of this Agreement and the Security and with the enforcement of the Agent's rights and remedies under this Agreement or the Security, whether or not any amounts are advanced under this Agreement. If the Agent has paid any expense for which the Agent is entitled to reimbursement from the Borrower and such expense has not been deducted from the advance of any Facility, such expense shall be payable by the Borrower within fifteen (15) days following demand for payment and in the event that the Borrower does not pay such amount to the Agent within the fifteen (15) day period, interest shall accrue on such expense at the highest rate payable by the Borrower under this Agreement. All such fees and expenses and interest thereon shall be secured by the Security whether or not any funds under the Facilities are advanced.

Payments:

Without limiting the right of the Agent to at any time demand repayment and subject to and in addition to the requirement for indefeasible repayment in full pursuant to this Agreement, interest only at the aforesaid rate, calculated daily and compounded and payable monthly, not in advance on the outstanding amount of the Facility, shall be due and payable on the last Business Day of each and every month during the Term.

Prepayment:

The Facilities can be repaid in full or in part at any time without any fee or penalty upon 90 days prior written notice to the Agent.

**Cash Management
Systems:**

- (i) The Borrower shall establish and shall continue to maintain, at their expense, blocked deposit accounts (collectively, the **"Blocked Account"**) at BMO into which they shall promptly deposit all funds received from all sources including, without limitation, all account receivable payments, cash sales receipts, credit card payments, any and all refunds received from any source whatsoever and any proceeds of any advances or other loans made to it and shall direct its account debtors that remit payments by electronic funds transfers to directly remit all payments into the Blocked Account.
- (ii) BMO, the Agent and the Borrower shall enter into an agreement (the **"Blocked Account Agreement"**), in form and substance satisfactory to the Agent, acting reasonably, providing that all funds received or deposited in the Blocked Account are the property of the Agent, that BMO has no Lien upon, or right to set off against, the Blocked Account, the items received for deposit therein, or the funds from time to time on deposit therein and that BMO will wire, or otherwise transfer, in immediately available funds, on a daily basis, all funds received or deposited into the Blocked Account to the Agent's account, as the Agent may from time to time designate for such purpose. The Borrower agrees that all payments made to the Blocked Account or other funds received and collected by the Agent, shall be property of the Agent. The Borrower and each of the Guarantors hereby acknowledge, confirm and agree that the Agent shall have the contractual right to continue to apply the contemplated cash management arrangements contemplated herein notwithstanding any default, termination or non-renewal of this Agreement or any of the Facilities contemplated herein or any stay of proceedings or filing under any applicable insolvency statute and/or Applicable Law as a matter of, and shall be considered and deemed to be a matter of, replacing and monitoring the Agent's Collateral and not as an enforcement of any of their Security or Liens.

Blocked Account Agreements with BMO shall be required for closing purposes. The Borrower and the Guarantors shall cause the CIBC accounts to be closed within 30 days of the initial advance hereunder.

- (iii) The Borrower and 240 and all of their affiliates, subsidiaries, officers, employees, agents, directors, shareholders or other persons (a **"related person"**) shall, acting as trustee for the Agent, receive, as the property of the Agent, any monies, cheques, notes, drafts or any other payment which comes into the possession or under their control or, in the case of any related person, comes into its possession or under its control and is rightfully that of the Borrower or 240, and immediately upon receipt thereof where

received by any of them or upon becoming aware of the receipt thereof where received by a related person, the Borrower and 240 shall deposit or shall cause the same to be deposited in the Blocked Account, or remit the same or cause the same to be remitted, in kind, to the Agent. In no event shall the same be commingled with any of the Borrower's or 240's own funds. Each of the Borrower and 240 agrees to reimburse the Agent on demand for any amounts owed or paid to BMO regarding the Blocked Account or any other bank or person involved in the transfer of funds to or from such Blocked Account arising out of the Agent's payments to or indemnification of such bank or person.

- (iv) The Agent shall apply amounts received from the Blocked Account to the Facilities as it sees fit in its reasonable credit discretion.
- (v) The Borrower shall make all of its payments and disbursements only from its Disbursement Accounts.
- (vi) The Borrower and BMO shall make the necessary arrangements to provide view only electronic access to the Disbursement Accounts to the Agent.

**Conditions
Precedent:**

The availability of the Facilities is subject to and conditional upon the following conditions:

- (i) satisfactory completion of due diligence and continual due diligence, including the Agent's review of the operations of the Borrower and the Guarantors and the Borrower's Guarantors' business and financial plans;
- (ii) satisfactory completion of the Agent's legal due diligence;
- (iii) receipt of a duly executed copy of this Agreement and the Security, in form and substance satisfactory to the Agent and its legal counsel, registered as required to perfect and maintain the security created thereby and such certificates, acknowledgements, consents, estoppels, postponements, intercreditor or priority agreements, waivers, landlord agreements, directions, stock transfers, statutory declarations, undertakings, negative pledges, authorizations, resolutions and legal opinions as the Agent may reasonably require including opinions from the Borrower's and Guarantors' counsel with respect status and the due authorization, execution, delivery, validity and enforceability of this Agreement and the Security;
- (iv) the discharge or subordination or assignment, as applicable, of any and all existing security against the Borrower and the

Guarantors as may be required by the Agent, including without limitation, all security granted in favour of CIBC;

- (v) payment of all fees owing to the Agent hereunder;
- (vi) the Borrower shall have opened the Blocked Account at BMO and shall have entered into the Blocked Account Agreement;
- (vii) delivery of appraisals relating to the Borrower's real property and equipment prepared by appraisers satisfactory to the Agent;
- (viii) delivery of such financial and other information or documents relating to the Borrower and the Guarantors as the Agent may require;
- (ix) the Agent being satisfied that there has been no material deterioration in the financial condition of the Borrower or the Guarantors;
- (x) no event shall have occurred and no circumstance shall exist which has not been waived, which constitutes an Event of Default in respect of any material commitment, agreement or any other instrument to which the Borrower or any Guarantor is a party or is otherwise bound, entitling any other party thereto to accelerate the maturity of amounts of principal owing thereunder or terminate any such material commitment, agreement or instrument which would have a material adverse effect upon the financial condition, property, assets, operation or business of the Borrower or any Guarantor; and
- (xi) no event that constitutes, or with notice or loss of time or both, would constitute an Event of Default shall have occurred.

Each of the following is a condition precedent to any subsequent advance to be made hereunder:

- (i) all of the conditions contained in this Agreement shall have been satisfied and shall as at the time of the making of the subsequent advance in question continue to be satisfied;
- (ii) all of the representations and warranties herein are true and correct on and as of such date as though made on and as of such date other than those representations and warranties which relate to a specific date which shall continue to be true as of such date;
- (iii) no event or condition has occurred, or would result from such advance, which constitutes or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or of the Security;

- (iv) such borrowing will not violate any Applicable Law (which for the purposes of this Agreement means, with respect to any person, property, transaction or event, all present or future statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction, in each case, having the force of law in any applicable jurisdiction then in effect) and there shall have been no investigation, notice or recall from any governmental agency or body;
- (v) no Event of Default shall have occurred which has not been waived in writing by Agent;
- (vi) no other event shall have occurred that, in the Agent's reasonable credit discretion, materially adversely affects or could materially adversely affect either: (i) the business, assets, liabilities, prospects, financial condition or operations of the Borrower or any Guarantor, or (ii) the value of the Collateral; or (iii) the ability of the Agent to receive indefeasible repayment in full; and
- (vii) CIBC shall have agreed in writing to set-off the \$1,000,000 in cash collateral pledged by the Borrower against the indebtedness owing by the Borrower to CIBC, in form and substance satisfactory to the Agent.

The making of an advance hereunder without the fulfillment of one or more conditions set forth in this Agreement shall not constitute a waiver of any such condition, and the Agent reserves the right to require fulfillment of such condition in connection with any subsequent advance.

Nothing in this Agreement creates a legally binding obligation on the Agent to advance any amount under any Facility at any time unless the Agent is completely satisfied in its sole discretion that the Borrower and the Guarantors are in compliance with every provision of this Agreement and that no fact exists or event has occurred which changes the manner in which the Agent previously evaluated the risks inherent in advancing amounts to the Borrower under any Facility, whether or not the Agent was or should have been aware of such facts or events differently at any time.

All amounts under the Facilities are repayable immediately on demand by Agent whether or not there is an Event of Default, and the Facilities may be terminated in whole or in part by Agent at any time.

Covenants:

Each of the Borrower and the Guarantors covenant and agree with the Agent and the Lenders, while this Agreement is in effect to:

- (i) pay all sums of money and all Priority Claims when due or arising therefrom;

- (ii) provide the Agent with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default, a breach of any covenant or other term or condition of this Agreement or of any of the Security given in connection therewith;
- (iii) use the proceeds of the Facilities for the purposes provided for herein;
- (iv) continue to carry on business in the nature of or related to the business transacted by the Borrower prior to the date hereof in the name and for the account of the Borrower;
- (v) keep and maintain books of account and other accounting records in accordance with generally accepted accounting principles;
- (vi) ensure all assets secured by the Security are in existence and in the possession and control of the Borrower or the Guarantors, as applicable;
- (vii) not sell, transfer, convey, lease or otherwise dispose of or further encumber any of its properties or assets other than Permitted Encumbrances or permit any reorganization or change of control of the Borrower, other than the sale of inventory in the ordinary course of business;
- (viii) not sell, transfer, convey, encumber or otherwise dispose of any of its capital stock or permit any reorganization or change of control of the Borrower or the Guarantors;
- (ix) not purchase or redeem its shares or otherwise reduce its capital;
- (x) without the prior written consent of the Agent, not declare or pay any dividends or repay any shareholders' loans, interest thereon or share capital or make any other gift or other form of distribution whatsoever (including the payment of any management fees) to any person, including, without limitation, any shareholder of the Borrower or any Guarantor and Kenex Holdings LLC or its affiliates;
- (xi) not make loans or advances (excluding for greater certainty, salaries and bonuses payable in the ordinary course of business and consistent with past practice) to, or enter into any related party sales or other transactions which are not on arms' length terms with, or make any investments in any, shareholders, directors, officers, subsidiaries, affiliated companies or any other related or associated party of the Borrower or the Guarantors, or assume or permit to exist any further indebtedness not existing on the date hereof other than in respect of Permitted Encumbrances;

- (xii) permit the Agent or its representatives, at any time and from time to time with such frequency as the Agent, in its sole discretion, may require, to visit and inspect any premises, properties and assets and to examine and obtain copies of the records or other information and discuss business affairs with Canada Revenue Agency, the auditors, counsel and other professional advisors of the Borrower and the Guarantors all at the reasonable expense of the Borrower;
- (xiii) forthwith notify the Agent of the particulars of any occurrence which constitutes an Event of Default hereunder or of any action, suit or proceeding, pending or to the Borrower's or any Guarantors' knowledge threatened against them;
- (xiv) in a form and manner prescribed by the Agent (which may include by fax and/or e-mail), deliver to the Agent the following, signed by a senior officer of the Borrower:
 - (a) weekly by Friday of each week, a list of total invoiced sales completed during the preceding week and a list of credit notes and cash receipts received from customers during the preceding week (Saturday to Friday inclusive);
 - (b) weekly by Friday of each week, the daily invoice register, credit note register and cash receipts register in respect of the preceding week (Saturday to Friday inclusive);
 - (c) weekly, by Friday of each week in respect of the preceding week (Saturday to Friday inclusive), an aged accounts receivable schedule, aged accounts payable schedule (including work in progress and related written approvals), inventory schedule and summary trial balance;
 - (d) monthly, by the end of each calendar month, a compliance certificate in form satisfactory to the Agent;
 - (e) monthly, by the end of each calendar month in respect of the preceding month, internally prepared financial statements for the preceding month and internally prepared financial statements for the year to date;
 - (f) monthly bank statements for all bank accounts of the Borrower within 15 days of its month-end;
 - (g) monthly, by the 10th of each calendar month in respect of the preceding month proof of payments, in a form satisfactory to the Agent, of Priority Claims;

- (h) annually, no later than 30 days following the end of the Borrower's financial year, financial and business projections for the following financial year;
- (i) annually, within 120 days of the Borrower's financial year end in respect of the preceding financial year, audited financial statements for the Borrower that were prepared by external auditors; and
- (j) such additional financial information with respect to Borrower and the Guarantors as and when requested by the Agent;
- (xv) file all tax returns which the Borrower and the Guarantors must file from time to time, to pay or make provision for payment of all taxes (including interest and penalties) and other potential preferred claims which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested;
- (xvi) not make capital expenditures in any financial year of the Borrower in excess of \$500,000 without the written consent of the Agent, with any capital expenditures to be reported monthly;
- (xvii) not grant, create, assume or suffer to exist any mortgage, charge, Lien, pledge, security interest, including a purchase money security interest, or other encumbrance affecting any of the Borrower's or the Guarantors' properties, assets or other rights except for Permitted Encumbrances in existence, known to and approved by the Agent as the date hereof or from time to time;
- (xviii) not grant a loan or make an investment in or provide financial assistance to a third party (including the Guarantors or any related party) by way of a suretyship, guarantee or otherwise;
- (xix) not change its name, merge, amalgamate or otherwise enter into any other form of business combination with any other entity without the prior written consent of the Agent;
- (xx) keep the Collateral fully insured against such perils and in such manner as would be customarily insured by companies carrying on a similar business or owning similar assets naming the Agent as first loss payee and first mortgagee with respect to the personal property Collateral and second loss payee and mortgagee with respect to the real property Collateral with a standard mortgage clause in favour of Agent and with the Agent added as an additional insured and to ensure all assets secured by the Security are in existence and in the possession and control of the Borrower;

- (xxi) comply with all the Applicable Laws including without limitation, regarding food safety and food production, health, environmental and other laws and regulations; to advise the Agent promptly of any actions, investigations, audits, requests or violation notices or orders received from any government or regulatory authority concerning the Borrower's operations including without limitation any product recalls; and to indemnify and hold the Agent harmless from all liability of loss as a result of any non-compliance with such Applicable Laws.

Security and other Requirements:

As general and continuing collateral security for the performance by the Borrower of all of its obligations, present and future, to the Agent, including, without limitation, the repayment of advances granted hereunder and the payment of interest, fees and any other amounts provided for hereunder and under the security documents, the Borrower and the Guarantors undertake to grant to the Agent and to maintain at all times the following security in form satisfactory to the Agent (the "**Security**"), in accordance with the forms in use by the Agent or as prepared by its solicitors:

- (i) general security agreement, on the Agent's form constituting a first (subject to Permitted Encumbrances) ranking security interest in all personal property of the Borrower and 240;
- (ii) an assignment of adequate all risk, business interruption, commercial general liability and property insurance of the Borrower and 240 (including the equipment which forms part of the Collateral in an amount not less than its appraised value) naming the Agent as first loss payee and first mortgagee;
- (iii) a postponement and subordination of all directors, officers, shareholders, non-arms' length creditors and other related party loans, to include a postponement of the right to receive any payments of both principal and interest under such loans;
- (iv) unlimited guarantee by 240;
- (v) share pledge security agreement by 240 relating to the shares of the Borrower;
- (vi) a guarantee by Swift, limited in recourse to the shares of 240
- (vii) share pledge security agreement by Swift relating to the shares of 240; and
- (viii) such other security as may be required by the Agent.

The Borrower and the Guarantors acknowledge and agree that all of the Security is being granted to and in favour of the Agent for and on behalf

of the Agent and the Lenders, to secure all of the indebtedness, liabilities and obligations owing hereunder, under the Security and the other Credit Documents.

**Events
of Default:**

Without limiting any other rights of the Agent under this Agreement, including the right to demand repayment of the Facilities at any time and for whatever reason, which Facilities are made available at the sole discretion of the Agent, if any one or more of the following events (an "**Event of Default**") has occurred which have not been waived in writing by the Agent:

- (i) the Borrower or any Guarantor fails to pay when due any principal, interest, fees or other amounts due under this Agreement or under any of the Security;
- (ii) the Borrower or any Guarantor breaches any provision of this Agreement or any of the Security or other agreement with the Agent;
- (iii) the Borrower or any Guarantor is in default under the terms of any other contracts, agreements or otherwise with any other creditor;
- (iv) the Agent receives from any present or future guarantor a notice proposing to terminate, limit or otherwise modify such guarantor's liability under its guarantee of the Borrower's indebtedness to the Agent under the Facilities or under a security document or under any other document in favour of the Agent;
- (v) the Borrower or any Guarantor ceases or threatens to cease to carry on business in the ordinary course;
- (vi) any default or failure by the Borrower or any Guarantor to make any payment of, wages or other monetary remuneration payable to its employees under the terms of any contract of employment, oral or written, express or implied;
- (vii) any default or failure by the Borrower or any Guarantor to keep current all amounts owing to parties other than the Agent who, in the Agent's sole opinion, have or could have a Lien in the Collateral which, in the Agent's sole opinion would or could constitute a Priority Claim;
- (viii) any breach by a Guarantor of the provisions of any guarantee or other security, undertaking or covenant given to the Agent to secure any guarantee;
- (ix) if any representation or warranty made or deemed to have been made herein or in any certificate or the Security provided for herein shall be false or inaccurate;

- (x) if, in the reasonable opinion of the Agent, there is a Material Adverse Change including, without limitation, any investigation, audit, recall, notice or order of any applicable government agency or body;
- (xi) the Borrower or any Guarantor is unable to pay its debts as such debts become due, or is adjudged or declared to be or admit to being bankrupt or insolvent;
- (xii) any judgment or award is made against the Borrower or any Guarantor which may have a Material Adverse Effect in respect of which there is not an appeal or proceeding for review being diligently pursued in good faith and in respect of which adequate provision has been made on the books of the Borrower or the Guarantor, as applicable; or
- (xiii) any notice of intention is filed or any voluntary or involuntary case or proceeding filed or commenced for:
 - (a) the bankruptcy, liquidation, winding-up, dissolution or suspension of general operations of the Borrower or any Guarantor;
 - (b) the composition, rescheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts of the Borrower or any Guarantor;
 - (c) the appointment of a trustee, receiver, receiver and manager, liquidator, administrator, custodian or other official for, all or any significant part of the assets of the Borrower or any Guarantor;
 - (d) the possession, foreclosure, retention, sale or other disposition of, or other proceedings to enforce security over, all or any significant part of the Collateral; or
 - (e) any secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienor, takes possession of or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over all or any significant part of the Collateral or gives notice of its intention to do any of the foregoing;

then, in such event, the Agent may, by written notice to the Borrower declare all monies outstanding under the Facilities to be immediately due and payable. Upon receipt of such written notice, the Borrower shall

immediately pay to the Agent all monies outstanding under the Facilities and all other obligations of the Borrower to the Agent in connection with the Facilities under this Agreement. The Agent may enforce its rights to realize upon its security and retain an amount sufficient to secure the Agent for the Borrower's Obligations to the Agent.

Nothing contained in this section shall limit any right of the Agent under this Agreement to demand payment of the Facilities at any time.

**Evidence of
Indebtedness:**

The Agent shall maintain records evidencing the Facilities. The Agent shall record the principal amount of the Facilities, the payment of principal and interest on account of the Facilities, and all other amounts becoming due to the Agent under this Agreement.

The Agent's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Agent pursuant to this Agreement.

**Representations
and Warranties:**

The Borrower represents and warrants to the Agent and the Lenders that:

- (i) the Borrower and each Guarantor is a corporation or other entity duly incorporated or formed, validly existing and duly registered or qualified to carry on business in the Province of Ontario (in the case of the Borrower and 240) or the State of Delaware (in the case of Swift) or any other jurisdiction where they may carry on business;
- (ii) the execution, delivery and performance by the Borrower and the Guarantors of this Agreement has been duly authorized by all necessary actions and do not violate the constating documents or any Applicable Laws or agreements to which the Borrower and the Guarantors is subject or by which they are bound;
- (iii) the financial statements of the Borrower and the Guarantors most recently provided to the Agent fairly present their financial positions as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby, and since the date of such financial statements, there has occurred no Material Adverse Change in the business or financial condition of the Borrower and the Guarantors;
- (iv) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against the Borrower or any or any Guarantor or any of their respective assets or properties before any court or administrative agency which relates to any non-compliance with any environmental law which, if adversely determined, might have a Material Adverse Effect upon its financial condition or operations or its ability to perform its

obligations under this Agreement or any of the Security, and there are no circumstances of which any of them is aware which might give rise to any such proceeding which has not been fully disclosed to the Agent;

- (v) the Borrower and the Guarantors have good and marketable title to all of their properties and assets, free and clear of any Encumbrances, other than Permitted Encumbrances herein;
- (vi) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default, a breach of any covenant or other term or condition of this Agreement or any of the Security given in connection therewith;
- (vii) the Borrower and the Guarantors have filed all tax returns which were required to be filed by them, if any, paid or made provision for payment of all taxes and other potential Priority Claims (including interest and penalties) which are due and payable, if any and provided adequate reserves for payment of any tax, the payment of which is being contested, if any; and
- (viii) the Borrower's and each Guarantor's obligation to complete this transaction is not dependent upon any condition whatsoever, and that the Agent assumes no obligation to assist them to complete the transaction in any way, except to make available the Facilities as contemplated herein.

**Field Examinations /
Appraisals:**

- (i) In addition to reporting hereunder, the Borrower and the Guarantors acknowledge that the Agent and its examiners shall be permitted to conduct periodic field examinations of the Collateral and operations, such examinations not to exceed four (4) in any calendar year prior to an Event of Default and more frequently as the Agent may determine in its sole discretion thereafter.
- (ii) The Borrower and the Guarantors further acknowledge that the Agent shall be permitted to obtain two (2) fixed asset valuations/appraisals and two (2) inventory valuations/appraisals in any calendar year prior to an Event of Default which is continuing and more frequently as the Agent may determine in its sole discretion thereafter.

Environmental:

In relation to the business, assets and projects of the Borrower and the Guarantors: they are operating and will continue to operate in conformity with all environmental laws; there are no contaminants, pollutants or other hazardous substances (including, without limitation, asbestos, products containing urea formaldehyde or polychlorinated biphenyl or any radioactive substances) have been or are now stored or located at any property from which they operate their business (collectively, the

"Properties") and no order, approval, direction or other governmental or regulatory notice relating to the environment has been threatened against, is pending or has been issued with respect to the Properties or the operations of the business being conducted at the Properties; they are not aware of any pending or threatened action, suit or proceedings relating to any actual or alleged environmental violation from or at the Properties, nor have any proceedings been or are being instituted to make them or any other owner of the subject property comply with environmental laws and regulations; they will ensure that all of its property and assets comply with existing legislation and will remain free of any environmental problem; they will inform the Agent immediately upon becoming aware of any environmental problem or issue and will provide the Agent with copies of all communications with environmental authorities and all studies or assessments prepared on their behalf, all as soon as received by them; they also agree to pay the cost of any external environmental consultant engaged by the Agent to effect an environmental audit and the cost of any environmental rehabilitation, removal or repair necessary to protect, preserve or remediate the assets, including any fine or penalty the Agent is obligated to incur by reason of any statute, order or directive by a competent authority. The Borrower and the Guarantors agree to indemnify the Agent for any liability arising from an environmental problem including, without limitation, for all decontamination and decommissioning costs or for damages incurred by the Agent or its agents as a result of such contamination. For the purposes of this Agreement, an **"environmental problem"** means an act of non-compliance to a law, regulation, etc. or soil and/or underground water that contains one or many pollutants (contaminants) in levels of concentration that exceed parameters or norms applicable for the present use and intended use of any of their personal or real property including leased property.

In the event any environmental report shows that decontamination is required the Borrower undertakes to forthwith carry out decontamination at its own expense should this be required or requested.

Confidentiality:

The Borrower and the Guarantors agree to keep all of the information and terms related to this Agreement confidential. In particular, the existence of this Agreement or the discussions surrounding this Agreement cannot be disclosed to any party, including other creditors, without the Agent's prior written consent.

General:

Credit: The Borrower and the Guarantors authorize the Agent, hereinafter, to obtain such factual and investigative information regarding the Borrower or the Guarantors from others as permitted by law, to furnish other consumer credit grantors and credit bureaus such information. The Agent, after completing credit investigations, which it will make from time to time concerning the Borrower and the Guarantors, must in its absolute discretion be satisfied with all information obtained, prior to any advance being made under any Facility.

The Borrower and the Guarantors further authorize any financial institution, creditor, tax authority, employer or any other person, including any public entity, holding information concerning them or their assets, including any financial information or information with respect to any undertaking or suretyship given by them, to supply such information to the Agent in order to verify the accuracy of all information furnished or to be furnished from time to time to the Agent and to ensure their solvency at all times.

Non-Merger: The provisions of this Agreement shall not merge with any of the Security, but shall continue in full force and effect for the benefit of the parties hereto. In the event of an inconsistency between this Agreement and any of the other Credit Documents, including the Security, the provisions of this Agreement shall prevail.

Further Assurances and Documentation: The Borrower and the Guarantors shall do all things and execute all documents deemed necessary or appropriate by the Agent for the purposes of giving full force and effect to the terms, conditions, undertakings hereof and the Security granted or to be granted hereunder.

Severability: If any provisions of this Agreement is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor shall it invalidate, affect or impair any of the remaining provisions of this Agreement.

Marketing: The Agent shall be permitted to use the name of the Borrower and the amount of the Facilities for advertising purposes.

Governing Law: This Agreement and all agreements arising hereinafter shall be deemed to have been made and accepted in the City of Toronto, Ontario and shall be construed exclusively (without regard to any rules or principles relating to conflicts of laws) in accordance with and be governed by the laws of the Province of Ontario and of Canada applicable therein.

Counterparts: This Agreement, the Security and all agreements arising hereinafter may be executed in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterpart.

Assignment and Syndication: This Agreement when accepted and any commitment to advance, if issued, and the Security in furtherance thereof or any warrant or right may be assigned by the Agent, or monies required to be advanced may be syndicated by the Agent from time to time. For greater certainty, the Agent may assign or grant participation in all or part

of this Agreement or in the Facilities made hereunder without notice to and without the Borrower's or any Guarantor's consent. The Borrower and the Guarantors may not assign or transfer all or any part of its rights or obligations under this Agreement, any such transfer or assignment being null and void insofar as the Agent is concerned and rendering any balance then outstanding under the Facilities immediately due and payable at the option of the Agent.

Agency: Each Lender designates Agent to act as its administrative and collateral agent for it under this Agreement and the Security. Each Lender hereby irrevocably authorizes Agent to take such action on its behalf under the provisions of this Agreement and the Security and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto and Agent shall hold all Collateral, payments of principal and interest, fees, charges and collections received pursuant to this Agreement, for the benefit of each Lender. Agent may perform any of its duties hereunder by or through its agents or employees. As to any matters not expressly provided for by this Agreement, Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Lenders, and such instructions shall be binding; provided, however, that Agent shall not be required to take any action which, in Agent's discretion, exposes Agent to liability or which is contrary to this Agreement or the Security or Applicable Laws.

Agent shall have no duties or responsibilities except those expressly set forth in this Agreement and the Security. Neither Agent nor any of its officers, directors, employees or agents shall be (i) liable for any action taken or omitted by them as such hereunder or in connection herewith, unless caused by their gross (not mere) negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment), or (ii) responsible in any manner for any recitals, statements, representations or warranties made by Borrower or any Guarantor, or any officer thereof contained in this Agreement, or in any of the Security or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any of the Security or for the value, validity, effectiveness, genuineness, due execution, enforceability or sufficiency of this Agreement, or any of the Security or for any failure of Borrower or any Guarantor to perform its obligations hereunder. The duties of Agent as respects the advances to Borrower shall be mechanical and administrative in nature only and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon Agent any obligations in respect of this Agreement or the transactions described herein except as expressly set forth herein.

Agent may employ agents and attorneys-in-fact and shall not be liable for the default or misconduct of any such agents or attorneys-in-fact selected by Agent with reasonable care.

Without prejudice to its obligations to Agent under the other provisions of this Agreement, Borrower hereby undertakes with Agent to pay to Agent from time to time on demand all amounts from time to time due and payable by it for the account of Lenders or any of them pursuant to this Agreement to the extent not already paid.

Joint and Several: Where more than one person is liable as a guarantor for any obligation under this Agreement, then the liability of each such person for such obligation is joint and several with each other such person.

Time: Time shall be of the essence in all provisions of this Agreement.

Whole Agreement, Amendments and Waiver: This Agreement, the Security and any other written agreement delivered pursuant to or referred to in this Agreement constitute the whole and entire agreement between the parties in respect of the Facilities. There are no verbal agreements, undertakings or representations in connection with the Facilities. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing signed by the Borrower, the Guarantors and the Agent. No failure or delay on the part of the Agent in exercising any right or power hereunder or under any of the Security shall operate as a waiver thereon. No course of conduct by the Agent will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Security or the Agent's rights thereunder.

Replacements: This Agreement supersedes and replaces all prior discussions, discussion papers, letters and agreements (if any) describing the terms and conditions of any credit facility established in favour of the Borrower.

Reserve Indemnity. If subsequent to the date of this Agreement any change in or introduction of any Applicable Law, or compliance by Agent with any request or directive by any central bank, superintendent of financial institutions or other comparable authority, shall subject Agent to any tax with respect to the Facilities or change the basis of taxation of payments to Agent of any amount payable under the Facilities (except for changes in the rate of tax on the overall net income of Agent), or impose any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Facilities, or impose on Agent), any other condition or restriction, and the result of any of the foregoing is to increase the cost to Agent of making or maintaining the Facilities or any amount thereunder or to reduce any amount otherwise received by Agent under the Facilities, Agent will promptly notify the Borrower of such event and the Borrower will pay to Agent such

additional amount calculated by Agent as is necessary to compensate Agent for such additional cost or reduced amount received. A certificate of Agent as to any such additional amount payable to it and containing reasonable details of the calculation thereof shall be conclusive evidence thereof.

Currency Indemnity. Interest and fees hereunder shall be payable in the same currency as the principal to which they relate. Any payment on account of an amount payable in a particular currency (the "**proper currency**") made to or for the account of Agent in a currency (the "**other currency**") other than the proper currency, whether pursuant to a judgment or order of any court or tribunal or otherwise and whether arising from the conversion of any amount denominated in one currency into another currency for any purpose, shall constitute a discharge of the Borrower's obligation only to the extent of the amount of the proper currency which Agent is able, in the normal course of its business within one Business Day after receipt by it of such payment, to purchase with the amount of the other currency so received. If the amount of the proper currency which Agent is able to purchase is less than the amount of the proper currency due to Agent, the Borrower and the Guarantors shall indemnify and save Agent harmless from and against any loss or damage arising as a result of such deficiency.

Notices. (d) All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by facsimile transmission addressed to such other party or delivered to such other party as follows:

(i) to the Borrower and Guarantors at:

169A South Service Road
Grimsby, Ontario
L3M 4H6

Attention: Michael Kenefick, Dave Malay and Nick Kuneman
Email: mpk@kenexholdings.com; [njc@kenexholdings.com](mailto:njk@kenexholdings.com); and
dave.malay@alliedtrack.ca;
Facsimile: 905 769 1317

(ii) to the Agent at:
77 King Street West, Suite 2925
Toronto, Ontario M5K 1K7

Attention: Graham Marr
Emails: gmarr@bridgingfinance.ca
Facsimile: 416.777.1794

or at such other address or facsimile number as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered, or, if sent by facsimile transmission, on the date

of transmission unless sent on a day which is not a Business Day or after 5:00 p.m. (local time of the recipient) on a Business Day, in which case it shall be deemed to have been received on the next Business Day following the day of such transmission.

Anti-Money Laundering Legislation: Each Borrower and each Guarantor acknowledges that, pursuant to the Proceeds of *Crime Money Laundering and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and “*know your client*” laws, under the laws of Canada (collectively, including any guidelines or orders thereunder, “**AML Legislation**”), Agent may be required to obtain, verify and record information regarding each of them, its respective directors, authorized signing officers, direct or indirect shareholders or other persons in control of any of them, and the transactions contemplated hereby. Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Agent, or any prospective assign or participant of Agent, necessary in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

Deemed Re Investment Principle. For the purpose of the *Interest Act* (Canada) and any other purpose, the principle of deemed re-investment of interest is not applicable to any calculation under this Agreement, and the rates of interest and fees specified in this Agreement are intended to be nominal rates and not effective rates or yields.

LIMITATION OF LIABILITY. NO CLAIM MAY BE MADE BY ANY PARTY HERETO AGAINST THE LENDER, OR THE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS OF LENDER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH PARTY HERETO HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOUR.

[SIGNATURE PAGES FOLLOW]

If the terms and conditions of this Agreement are acceptable to you, please sign in the space indicated below and return the signed copy of this Agreement to us. Acceptance may also be effected by facsimile or scanned transmission and in counterpart.

We thank you for allowing us the opportunity to provide you with this Agreement.

Yours truly,

BRIDGING FINANCE INC., as Agent

Per: 

Name: Natasha Sharpe

Title: Chief Investment Officer

I have authority to bind the Corporation.

ACCEPTANCE

Each of the undersigned hereby executes and delivers this Agreement under their respective seals by their duly authorized signing officers with effect as of the date first written above.

Borrower:

ALLIED TRACK SERVICES INC.

Per: 

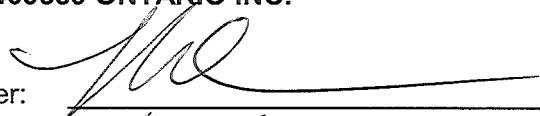
Name: *MICHAEL KENEFF*

Title: *PARTNER*

I have authority to bind the Corporation.

Guarantors:

2409889 ONTARIO INC.

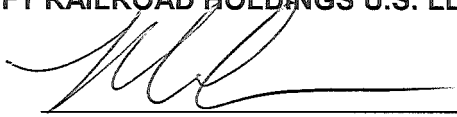
Per: 

Name: *MICHAEL KENEFF*

Title: *PARTNER*

I have authority to bind the Corporation.

SWIFT RAILROAD HOLDINGS U.S. LLC

Per: 

Name: *MICHAEL KENEFF*

Title: *PARTNER*

I have authority to bind the Corporation.

SCHEDULE "A"
DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Applicable Laws" means, with respect to any person, property, transaction or event, all present or future statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction, in each case, having the force of law in any applicable jurisdiction, including without limitation the Canadian Food Inspection Agency, the *Consumer Packaging and Labelling Act* (Canada), the *Canada Agricultural Products Act* (Canada) and the *Competition Act* (Canada).

"BMO" means Bank of Montreal.

"Business Day" means any day other than a Saturday or a Sunday or any other day on which Canadian chartered banks are closed for business in Toronto, Ontario.

"CIBC" means Canadian Imperial Bank of Commerce.

"Collateral" means all of the Borrower's and 240's property, assets and undertakings and any shares held by Swift in the capital of 240.

"Credit Documents" collectively means this Agreement, the Security and any and all other documents, instruments and agreements contemplated herein and/or ancillary thereto.

"Disbursement Accounts" means specifically the following transit/account numbers at BMO from which the Borrower shall make all of its payments and disbursements:

Borrower (Cdn\$) - BMO:	0002 / 1815049
Borrower (US\$) - BMO:	0002 / 4639817

"Encumbrances" means any mortgage, Lien, pledge, assignment, charge, security interest, title retention agreement, hypothec, levy, execution, seizure, attachment, garnishment, right of distress or other claim in respect of property of any nature or kind whatsoever howsoever arising (whether consensual, statutory or arising by operation of law or otherwise) and includes arrangements known as sale and lease-back, sale and buy-back and sale with option to buy-back or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the PPSA or Uniform Commercial Code (or equivalent statutes) of any jurisdiction. The inclusion of Permitted Encumbrances in this Agreement is not intended to subordinate and shall not subordinate any Lien created by any of the Security contemplated by this Agreement and the other Credit Documents to any Permitted Encumbrances.

"Facility A Loan Cap" means: (a) for the period from the date hereof until July 31, 2017 (inclusive), \$8,000,000; (b) for the period from August 1, 2017 until August 31, 2017 (inclusive), \$7,750,000; (c) for the period from September 1, 2017 until September 30, 2017 (inclusive), \$7,500,000; (d) for the period from October 1, 2017 until October 31, 2017 (inclusive), \$7,250,000; (e) for the period beginning November 1, 2017 and at all times thereafter, \$7,000,000.

"GAAP" means those accounting principles which are recognized as being generally accepted in Canada from time to time as set out in the handbook published by the Canadian institute of chartered accountants.

"Initial Advance Date" means the date that the Agent, in its discretion, causes the initial advances under the Facilities to be made to or on behalf of the Borrower.

"Lien" means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien or adverse right or claim or deemed trust (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation.

"Loan Availability Formula" means the aggregate of:

- (a) Accounts Receivable: Up to 85% of the net eligible accounts receivable of the Borrower (including unbilled accounts receivable for work which has been completed by the Borrower) owing by account debtors located in Canada and up to 80% of the eligible accounts receivable of the Borrower (including unbilled accounts receivable for work which has been completed by the Borrower) owing by account debtors located in the United States of America. The Agent will determine eligibility in its reasonable credit discretion. General eligibility criteria will include the requirement that eligible accounts receivable be less than 90 days past the original invoice date but no more than 60 days past due date, and in the case of unbilled accounts receivable for work which has been completed by the Borrower, that such amounts are to be invoiced to account debtors within a reasonable timeframe, in the opinion of the Agent. In addition, eligible accounts and eligible unbilled accounts receivable will exclude (among other things as determined by the Agent in its reasonable credit discretion) accounts of an account debtor if 50% or more of the accounts owing from such account debtor are outstanding for more than 90 days from the original invoice date, any account that is an obligation for which the total unpaid accounts of the specific account debtor exceed 15% of the aggregate of all gross accounts as related to eligible accounts receivable, except those accounts approved in advance or of investment quality, to the extent of such excess, foreign accounts not backed by letters of credit or acceptable credit insurance, bill and hold, the amount of any contras, inter-company receivables and amounts due from affiliated or associated companies, government receivables which are not fully assignable to the Agent and enforceable against such government entity or body, disputed and doubtful accounts, progress billings (except where the receivables are in respect of billings approved by the account debtor in writing or are insured satisfactory to the Agent), pre-billed accounts, accounts receivable and unbilled accounts receivable which have not been credit approved by the Agent, and

other accounts receivable or unbilled accounts receivable at the Agent's discretion. Any exceptions to the foregoing will be considered by the Agent in its sole discretion as and when required. The advance rates are subject to a dilution test as determined by the Agent; **PLUS**

- (b) Inventory: Up to 65% of the net orderly liquidation value of eligible inventory (as determined by an appraiser satisfactory to the Agent in its reasonable credit discretion). The Agent will determine eligibility in its reasonable credit discretion. General eligibility criteria will exclude pallets, dividers, packaging, supplies, containers and canning inventory, aged inventory, work-in-process inventory and other inventory deemed not saleable by the Agent; **PLUS**
- (c) Fixed Assets: Up to 85% of the net orderly liquidation value of eligible equipment and other fixed assets of the Borrower located in Canada. The Agent will determine eligibility in its reasonable credit discretion. General eligibility criteria will include the nature of the equipment or fixed asset, the equipment or fixed asset being subject to the Agent's first priority Encumbrance and not otherwise leased from or subject to any other Encumbrance in favour of a lessor or vendor, the equipment or fixed asset being in good working order and readily saleable; **LESS**
- (c) reserves, determined by the Agent in its reasonable credit discretion, in respect of actual and/or potential Priority Claims and/or Statutory Encumbrances, liquidation expenses and any other reserves, determined from time to time by the Agent in its reasonable credit discretion.

"Material Adverse Change" means any change, condition or event which, when considered individually or together with other changes, conditions, events or occurrences could reasonably be expected to have a Material Adverse Effect.

"Material Adverse Effect" means, in the determination of the Agent, a material adverse effect on (i) the business, revenues, operations, assets, liabilities (contingent or otherwise), financial condition or prospects of the Borrower or any of the Guarantors; (ii) on the rights and remedies of the Agent under this Agreement and the security; (iii) on the ability of the Borrower or any of the Guarantors to perform its obligations under the Credit Documents; or (iv) on the Liens created by the security.

"Permitted Encumbrances" means, at any time, the following:

- (a) Liens for taxes not overdue, or which are being contested if adequate reserves with respect thereto are maintained in accordance with GAAP and the enforcement of any related Lien is stayed;
- (b) undetermined or inchoate Liens arising in the ordinary course of business which relate to obligations not overdue or a claim for which has not been filed or registered pursuant to Applicable Law;

- (c) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business which relate to obligations not overdue;
- (d) easements, rights of way, restrictions and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of business;
- (e) zoning and building by-laws and ordinances and municipal by laws and regulations so long as the same are complied with;
- (f) statutory Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation;
- (g) the reservations and exceptions contained in, or implied by statute in, the original disposition from the Crown and grants made by the Crown of interests so reserved or excepted;
- (h) equipment and/or vehicle leases in effect as of the date hereof;
- (i) Liens granted by the Borrower in favour of Trisura Guarantee Insurance Company, provided that such Liens are subordinated to the Liens granted to the Agent, subject to a subordination and postponement agreement in form and substance satisfactory to the Agent; and
- (j) Liens created by the Security.

"**person**" includes a natural person, a partnership, a joint venture, a trust, a fund, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity.

"**PPSA**" means the *Personal Property Security Act* (Ontario) or any other similar applicable personal property security statute in any other applicable jurisdiction, as the same may be amended, supplemented or replaced from time to time.

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

"**Priority Claims**" means the aggregate of any amounts accrued or payable which under any law may rank prior to or *pari passu* with any of the Security or otherwise in priority to any claim by the Agent for payment or repayment of any amounts owing under this Agreement, including: (i) wages, salaries, commissions or other remuneration; (ii) vacation pay; (iii) pension plan contributions; (iv) amounts required to be withheld from payments to employees or other persons for federal and provincial income taxes, employee Canadian pension plan contributions and employee employment insurance premiums, additional amounts payable on account of employer Canada pension plan contributions and employer employment insurance premiums; (v) harmonized sales tax; (vi) provincial sales or other consumption taxes; (vii) Workers'

Compensation Board and Workplace Safety and Insurance Board premiums or similar premiums; (viii) real property taxes; (ix) rent and other amounts payable in respect of the use of real property; provided that a rent reserve of three months will be taken for each leased or rented location where a landlord/warehouse waiver satisfactory to the Agent has not been obtained; (x) amounts payable for repair, storage, transportation or construction or other services which may give rise to a possessory or registerable Lien; (xi) claims which suppliers could assert pursuant to Section 81.1 or Section 81.2 of the *Bankruptcy and Insolvency Act* (Canada); (xii) WEPPA Claims; and (xiii) farmers' rights under the *Farm Debt Mediation Act* or any other Applicable Laws.

"Statutory Encumbrances" means any Encumbrances arising by operation of Applicable Laws, including, without limitation, for carriers, warehousemen, repairers', taxes, assessments, statutory obligations and government charges and levies for amounts not yet due and payable or which may be past due but which are being contested in good faith by appropriate proceedings (and as to which the Agent has established a reserve as to which there are no other enforcement proceedings being taken and no Liens being registered and they shall have been effectively and immediately stayed).

"WEPPA Claims" means any claims made pursuant to the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s.1, as the same may be amended, restated or replaced from time to time.

Words importing the singular include the plural thereof and vice versa and words importing gender include the masculine, feminine and neuter genders.



November 15, 2017

Allied Track Services Inc.

169A South Service Road
Grimsby, Ontario L3M 4H6

Attention: Michael Kenefick, David Malay and Nick Kuneman

Dear Sirs:

Re: Amended and Restated Credit Facilities provided by Bridging Finance Inc. as agent (the "Agent") for certain lenders from time to time (collectively, the "Lenders"), in favour of Allied Track Services Inc. (the "Borrower") and certain of its affiliates as guarantors

The Agent, on behalf of the Lenders, is pleased to offer the following amended and restated credit facilities (collectively, the "**Facilities**") described in this amended and restated letter credit agreement (as may be amended, restated, supplemented, extended or replaced from time to time, the "**Agreement**") subject to the terms and conditions set forth herein, including without limitation, the satisfactory completion of due diligence and the conditions precedent set out herein. Unless otherwise indicated, all amounts are expressed in Canadian currency. All capitalized terms not otherwise defined in the body of this Agreement shall have the meanings ascribed thereto in **Schedule "A"**.

Borrower: Allied Track Services Inc.

Guarantors: 2409889 Ontario Inc. ("**240**")
Swift Railroad Holdings U.S. LLC ("**Swift**")
Pittsburg Bottom Line, L.L.C. ("**Bottom Line**") upon and subject to the completion of the purchase of the shares of Bottom Line by Swift after the date hereof (the "**Acquisition**")
(individually, a "**Guarantor**", and collectively, the "**Guarantors**")

Agent: Bridging Finance Inc., as agent for the Lenders

Facilities: (i) Demand revolving loan of up to \$22,000,000, with a sublimit in US dollars for advances to Bottom Line via the Borrower upon and subject to the completion of the Acquisition up to the lesser of (a) \$2,000,000, (b) the value of Bottom Line's eligible assets included in the Loan Availability Formula, and (c) the amount of intercompany indebtedness owing by Bottom Line to the Borrower from time to time (the "**US \$ Sublimit**"), all based on the Facility A Loan Availability as defined below, plus until the advance of the full amount of the Facility B Loan, the outstanding amount of the existing overadvance together with any and all existing and future

capitalized interest thereon (the “**Overadvance**”) (the “**Facility A Loan**”).

- (ii) Term non-revolving subordinated debt facility of up to \$18,500,000, \$5,000,000 of which will be advanced on the date hereof, with the remainder to be advanced upon and subject to the completion of the Acquisition and the satisfaction of the other conditions precedent set out herein, which shall be repayable on the Term (the “**Facility B Loan**”).

Purpose: To restructure existing indebtedness owed to the Agent and Lenders, to partially finance the acquisition of Bottom Line by Swift and to support the working capital needs of the Borrower.

Term: The earlier of demand and an Event of Default and a term ending on the first anniversary date of the date hereof in respect of the Facility B Loan (the “**Term**”).

Facility A Loan Availability:

The amount available under the Facility A Loan at any time and from time to time (the “**Facility A Loan Availability**”) shall be determined by the Agent once each week (or more frequently as determined by the Agent), in accordance with the following calculation:

- (i) the amount determined pursuant to the Loan Availability Formula;
LESS
- (ii) the aggregate amount of the Facility A Loan outstanding (including principal, interest, costs, fees and expenses).

If at any time the Facility A Loan Availability, determined using the above calculation is less than \$0 or the US\$ Sublimit has been exceeded, the Borrower shall forthwith, and in any event within one Business Day, repay any such overadvance amount to the Agent upon the Agent’s written demand for such repayment. For greater certainty, the value of Bottom Line’s eligible assets included in the Loan Availability Formula shall at all times be limited by, and subject to, the amount of intercompany indebtedness owing by Bottom Line to the Borrower.

Determination of Loan Availability:

On a Business Day in each week as determined by the Agent (the “**Report Day**”), prior to 1:00 p.m. ET, the Borrower will provide a report (a “**Weekly Borrowing Base Report**”) to the Agent (in such form and together with any back-up materials as the Agent shall reasonably require) providing, as at the end of the preceding week, a listing of all of the accounts receivable, accounts payable, work in progress, details regarding purchase orders and contracts, inventory, equipment, fixed assets, details of any then existing or potential Priority Claims, the amount of the requested Facility A Loan and any US \$ Sublimit advance to be made hereunder during such week, and any other information that

may be reasonably required by the Agent. The Agent shall, upon receipt of such report, calculate the then existing Facility A Loan Availability and US\$ Sublimit and advise the Borrower accordingly. For greater certainty, the Agent is hereby irrevocably authorized and directed by the Borrower to advance any and all US \$ Sublimit loans made hereunder directly to Bottom Line to its applicable Disbursement Account and any such advances shall be recorded as a loan to the Borrower hereunder and an intercompany loan and advance by the Borrower to Bottom Line.

**Facility A Loan
Advance:**

Provided that the Weekly Borrowing Base Report prepared by the Borrower to the Agent for the Initial Advance Date demonstrates sufficient Facility A Loan Availability and/or the US\$ Sublimit, as applicable, together with the Overadvance to advance the entire Facility A Loan, no Event of Default has occurred which has not been waived in writing by the Agent, demand has not been made by the Agent, and all other conditions precedent for the initial advance hereunder under the Facility B Loan have been met, such amounts shall be advanced to or on behalf of the Borrower on the Initial Advance Date.

**Interest Rate
and Fees:**

Interest:

- (i) **Facility A Loan:** Applicable Prime plus 11% per annum calculated and payable on the daily outstanding balance of Facility A Loan and compounded monthly, not in advance and with no deemed reinvestment of monthly payments. On the occurrence of an Event of Default or demand by Agent, interest shall be calculated at an annual rate of 21% per annum calculated and compounded as aforesaid.
- (ii) **Facility B Loan:** Subject to the PIK Payments provision herein, 16% per annum calculated and payable on the daily outstanding balance of Facility B Loan and compounded monthly, not in advance and with no deemed reinvestment of monthly payments. Upon the occurrence of an Event of Default or the expiry of the Term, interest shall be calculated at an annual rate of 21% per annum calculated and compounded as aforesaid.
- (iii) **Both Facilities:** The first payment will be on the last Business Day of the month in which the initial advance occurs and shall include any and all interest accrued from the date of such advance to the last Business Day of such month, calculated on the basis of the number of days elapsed in such month divided by 365 days or 366 days in a leap year for Canadian dollar loans and 360 days for US dollar loans.
- (iv) **PIK Payments:** If, and only if the Borrower and Bottom Line (upon and subject to the completion of the Acquisition), on a combined basis have not achieved an FCCR (tested on a

quarterly basis) of at least 1.1:1, the Borrower may defer payment of that amount of the principal and/or interest payment due in respect of Facility B Loan which would result in an FCCR of less than 1.1:1 taking any such payments into account, in which case the Facility B Loan (or the portion thereof on which payment of principal and/or interest has been deferred, together with any accrued but unpaid interest) will accrue interest at the same rate per annum as above, calculated and compounded monthly, in arrears, payable (along with any deferred principal payments) at the earlier of: (a) the end of the Term; (b) repayment of Facility B Loan in full (including pursuant to a Mandatory Repayment below); (c) acceleration of Facility B Loan upon the occurrence of an Event of Default; and (d) when the Borrower and Bottom Line (upon and subject to the completion of the Acquisition) have achieved an FCCR (tested on a quarterly basis) on a combined basis of at least 1.1:1 (which for greater certainty, shall only include that amount (including any catch up payments) which does not result in a breach of such FCCR taking any such payments into account).

Work Fee: A non-refundable Work Fee equal to 2% of each advance under Facility B Loan plus applicable taxes (the “**Arrangement Fee**”) shall be deemed to be fully earned upon the execution and delivery of this Agreement and shall be payable upon each such advance.

Monitoring Fee: A monitoring fee of \$2,000, plus applicable taxes, will be due and payable to the Agent on the last Business Day of each month.

Administration Fee: If the Borrower fails to pay any amounts on the day such amounts are due or if the Borrower fails to deliver the required reports set out herein, the Borrower shall pay to the Agent a late administration fee of \$100, plus applicable taxes, per day until such date that such payment has been made or the Borrower has delivered such report, as the case may be.

Expenses: The Borrower shall pay all fees and expenses (including, but not limited to, all due diligence, consultant, field examination and appraisal costs, all fees and expenses for outside legal counsel and other outside professional advisors and the time spent by the Agent and its representatives in retaking, holding, repairing, processing and preparing for disposition and disposing of any assets or collateral calculated at the Agent's standard per diem rate in effect at such applicable time and established by the Agent in its sole discretion for internal personnel of the Agent) incurred by the Agent in connection with the preparation, registration and ongoing administration of this Agreement and the Security and with the enforcement of the Agent's rights and remedies under this Agreement or the Security, whether or not any amounts are advanced or any amounts are owing under this Agreement. If the Agent has paid any expense for which the Agent is entitled to reimbursement from the Borrower and such expense has not been deducted from any

advance of Facility A Loan, such expense shall be payable by the Borrower within fifteen (15) days following demand for payment and in the event that the Borrower does not pay such amount to the Agent within the fifteen (15) day period, interest shall accrue on such expense at the highest rate payable by the Borrower under this Agreement. All such fees and expenses and interest thereon shall be secured by the Security whether or not any funds under the Facilities are advanced.

Repayments:

- (i) Facility A Loan: Without limiting the right of the Agent to at any time demand repayment and subject to and in addition to the requirement for indefeasible repayment in full pursuant to this Agreement, interest only at the aforesaid rate, calculated daily and compounded and payable monthly, not in advance on the outstanding amount of Facility A Loan, shall be due and payable on the last Business Day of each and every month.
- (ii) Facility B Loan: Subject to the provisions above regarding PIK Payments, the Company shall repay principal amounts owing hereunder in equal monthly payments based on a ten (10) year amortization from the date of each advance.

The Facilities and any and all accrued and unpaid interest is repayable, in full, at the earlier of: (a) the end of the Term; (b) the sale of the business of the Borrower or any of the Guarantors; (c) the sale of all or substantially all of the assets of the Borrower or any of the Guarantors; (d) a "liquidity event" with respect to the Borrower or any of the Guarantors, including without limitation, a refinancing of indebtedness owing to the Agent and Lenders, a new debt issuance, and/or an equity offering of the Borrower and/or any of the Guarantors; and (e) the acceleration of the repayment of any of the Facilities upon the occurrence of an Event of Default.

Prepayment:

Prepayment of any amount advanced under Facility B Loan will be permitted only until November 30, 2018 or such later date as may be agreed to by the Agent in its sole and absolute discretion provided the Borrower advises the Agent in writing on or before the date hereof that it wishes to have such a right of repayment and the Borrower pays to the Agent a fee on the date hereof in the amount of 3% of Facility Loan B plus applicable taxes and any such prepayment shall include a payment of any and all outstanding obligations under all Facilities owing to the Agent and Lenders under the Facilities including any and all interest due to the date of such prepayment.

The Borrower will also have the right prior to the end of the Term to repurchase up to 60% of the total shares and/or Warrants in the capital of the Borrower, 240 and Bottom Line, on a fully diluted basis, such that the Agent will be left holding not less than 20% of all such capital, on a fully diluted basis, which if held by the Agent by way of the Warrants, such

Warrants shall be exercisable for a period of at least 5 years after the end of the Term and will continue to be separable from the Facilities subject to and provided that with any such repurchase, the Agent is repaid all the Facilities in full, including without limitation, any and all accrued and unpaid principal and interest (including any PIK Payments) together with a purchase price in respect of such repurchase of capital in the amount of CDN\$1,000,000 if such repayment and repurchase is made within the first six months of closing and CDN\$1,500,000 thereafter but prior to the end of the Term.

**Mandatory
Repayments:**

Repayment shall take effect with all proceeds received by the Borrower or any of the Guarantors, from: (a) any issuance of debt (other than the Facilities on closing), shares or any other form of equity; (b) any sale of shares or other assets owned by the Borrower or any of the Guarantors.

Warrants:

At closing, for nominal consideration, the Agent will be issued warrants to acquire 80% of the common voting shares/membership interests/equity interests ("**shares**") of the Borrower, 240, and Bottom Line upon and subject to the completion of the Acquisition, calculated on a fully-diluted basis at an exercise price of \$1.00 which may be satisfied on a "cashless" basis (the "**Warrants**"). The Warrants will be exercisable, in whole or in part, subject to the Repayment provisions herein, for a period of at least one year after the end of the Term, and will be separable from the Facilities. At any time after (a) the end of the Term; (b) the sale of the Borrower or any of the Guarantors; (c) the sale of all or substantially all of the assets of the Borrower or any of the Guarantors; (d) a "liquidity event" (as referred to above) of the Borrower or any of the Guarantors (including, without limitation, an initial public offering); (e) full voluntary prepayment of any of the Facilities (if permitted); (f) a Change of Control; and/or (g) an Event of Default; the Agent in its sole and absolute discretion will have the right to sell the Warrants to the Borrower for a purchase price as determined pursuant to the unanimous shareholders' agreement contemplated herein. Payment of the purchase price will be secured by the security documents. The rights of the holder of the Warrants will be protected by provisions in the Warrants customary for a financing of this nature, including without limitation, anti-dilution provisions, Change of Control, liquidity rights, information rights, pre-emptive rights registration rights, and tag along rights relating to a sale of the business.

**Cash Management
Systems:**

- (i) The Borrower and Bottom Line upon and subject to the completion of the Acquisition shall establish and shall continue to maintain, at their expense, blocked/control deposit accounts (collectively, the "**Blocked Accounts**") at BMO and such other financial institution in respect of Bottom Line into which they shall promptly deposit all funds received from all sources, including without limitation, all account receivable payments, cash sales receipts, credit card payments, any and all refunds received from any source

whatsoever and any proceeds of any advances or other loans made to it and shall direct its account debtors that remit payments by electronic funds transfers to directly remit all payments into the Blocked Account.

- (ii) BMO, the Agent, the Borrower and Bottom Line upon and subject to the completion of the Acquisition shall enter into agreements (the “**Blocked Account Agreement**”), in form and substance satisfactory to the Agent, acting reasonably, providing that all funds received or deposited in the Blocked Accounts are the property of the Agent, that BMO and such other financial institution in respect of Bottom Line has no Lien upon, or right to set off against, the Blocked Accounts, the items received for deposit therein, or the funds from time to time on deposit therein and that BMO and such other financial institution in respect of Bottom Line will wire, or otherwise transfer, in immediately available funds, on a daily basis, all funds received or deposited into the Blocked Accounts to the Agent’s account, as the Agent may from time to time designate for such purpose. The Borrower and Bottom Line agree that all payments made to the Blocked Accounts or other funds received and collected by the Agent, shall be property of the Agent. The Borrower, Bottom Line and each of the other Guarantors hereby acknowledge, confirm and agree that the Agent shall have the contractual right to continue to apply the contemplated cash management arrangements contemplated herein notwithstanding any default, termination or non-renewal of this Agreement or any of the Facilities contemplated herein or any stay of proceedings or filing under any applicable insolvency statute and/or Applicable Law as a matter of, and shall be considered and deemed to be a matter of, replacing and monitoring the Agent’s Collateral and not as an enforcement of any of their Security or Liens.

Blocked Account Agreements with BMO shall be required for closing purposes. Bottom Line shall enter into a Blocked Account Agreement upon and subject to the closing of the Acquisition.

- (iii) The Borrower, Bottom Line upon and subject to the closing of the Acquisition and 240 and all of their affiliates, subsidiaries, officers, employees, agents, directors, shareholders or other persons (a “**related person**”) shall, acting as trustee for the Agent, receive, as the property of the Agent, any monies, cheques, notes, drafts or any other payment which comes into the possession or under their control or, in the case of any related person, comes into its possession or under its control and is rightfully that of the Borrower, Bottom Line or 240, and immediately upon receipt thereof where received by any of them or upon becoming aware of the receipt thereof where received by a related person, the Borrower, Bottom Line and 240 shall deposit or shall cause the same to be deposited in the Blocked Accounts, or remit the same

or cause the same to be remitted, in kind, to the Agent. In no event shall the same be commingled with any of the Borrower's, Bottom Line's or 240's own funds. Each of the Borrower, Bottom Line and 240 agree to reimburse the Agent on demand for any amounts owed or paid to BMO regarding the Blocked Accounts or any other bank or person involved in the transfer of funds to or from such Blocked Accounts arising out of the Agent's payments to or indemnification of such bank or person.

- (iv) The Agent shall apply amounts received from the Blocked Accounts firstly to Facility A Loan, then to Facility B Loan and then as it sees fit in its reasonable credit discretion.
- (v) The Borrower and Bottom Line shall make all of its payments and disbursements only from its applicable Disbursement Accounts.
- (vi) The Borrower, Bottom Line and its applicable deposit taking institution and BMO shall make the necessary arrangements to provide view only electronic access to the Disbursement Accounts to the Agent.

**Conditions
Precedent:**

The availability of the respective advances under the Facilities is subject to and conditional upon the following conditions:

- (i) satisfactory completion of due diligence and continual due diligence, including the Agent's review of the operations of the Borrower and the Guarantors and the Borrower's and Guarantors' business and financial plans;
- (ii) satisfactory completion of the Agent's legal due diligence;
- (iii) receipt of a duly executed copy of this Agreement and the Security, in form and substance satisfactory to the Agent and its legal counsel, registered as required to perfect and maintain the security created thereby and such certificates, acknowledgements (including a satisfactory acknowledgement and buyback agreement from ATEC regarding its rights in respect of an equipment lease with Progress as required by the Agent), consents, estoppels, postponements and/or standstill agreements (including with the vendors of Bottom Line upon and subject to the closing of the Acquisition), intercreditor or priority agreements, waivers, landlord agreements (including with the vendors of Bottom Line upon and subject to the closing of the Acquisition), directions, stock transfers, statutory declarations, undertakings, negative pledges, authorizations, resolutions and legal opinions as the Agent may reasonably require including opinions from the Borrower's and Guarantors' counsel with respect status and the due authorization, execution, delivery, validity and enforceability of

this Agreement, the Warrants, the unanimous shareholders agreement and the Security;

- (iv) the discharge or subordination or assignment, as applicable, of any and all existing security against the Borrower and the Guarantors as may be required by the Agent;
- (v) payment of all fees owing to the Agent hereunder;
- (vi) the Borrower shall have opened the Blocked Accounts and shall have entered into each of the applicable Blocked Accounts Agreement in accordance herewith;
- (vii) delivery of appraisals relating to the Borrower's real property and equipment prepared by appraisers satisfactory to the Agent;
- (viii) delivery of such financial and other information or documents relating to the Borrower and the Guarantors as the Agent may require;
- (ix) the Agent being satisfied that there has been no material deterioration in the financial condition of the Borrower or the Guarantors;
- (x) no event shall have occurred and no circumstance shall exist which has not been waived, which constitutes an Event of Default in respect of any material commitment, agreement or any other instrument to which the Borrower or any Guarantor is a party or is otherwise bound, entitling any other party thereto to accelerate the maturity of amounts of principal owing thereunder or terminate any such material commitment, agreement or instrument which would have a material adverse effect upon the financial condition, property, assets, operation or business of the Borrower or any Guarantor;
- (xi) no event that constitutes, or with notice or loss of time or both, would constitute an Event of Default shall have occurred;
- (xii) the execution and delivery of the Warrants, in form and substance satisfactory to Agent and its legal counsel, acting reasonably;
- (xiii) the conduct of all searches reasonably required by Agent and its legal counsel and the completion of any and all registrations reasonably required by Agent and its legal counsel to ensure that Agent obtains its desired security and equity position;
- (xiv) the receipt of all necessary authorizations and approvals as may be reasonably required by Agent and its legal counsel;

- (xv) for any subsequent advance under the Facility B Loan after the initial advance thereunder, the successful completion of the aforesaid acquisition of Bottom Line by Swift on terms and conditions and pursuant to documentation satisfactory to Agent;
- (xvi) the receipt by Agent of certified board resolutions of the Borrower and all Guarantors and a certified unanimous consent of all existing, proposed and potential future shareholders of Swift;
- (xvii) the appointment of officers and directors of the Borrower and the Guarantors and the entering into of a unanimous shareholders' agreement regarding same including buyout and other provisions customary for financing transactions of this nature, all acceptable to Agent; and
- (xviii) the delivery of all other closing documentation as may be reasonably required by Agent and its legal counsel, including without limitation, an irrevocable direction to pay all fees of Agent and its counsel out of the advance on closing.

Each of the following is a condition precedent to any subsequent advance to be made hereunder:

- (i) all of the conditions (including the above conditions precedent) contained in this Agreement shall have been satisfied and shall as at the time of the making of the subsequent advance in question continue to be satisfied;
- (ii) all of the representations and warranties herein are true and correct on and as of such date as though made on and as of such date other than those representations and warranties which relate to a specific date which shall continue to be true as of such date;
- (iii) no event or condition has occurred, or would result from such advance, which constitutes or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or of the Security;
- (iv) such borrowing will not violate any Applicable Law (which for the purposes of this Agreement means, with respect to any person, property, transaction or event, all present or future statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction, in each case, having the force of law in any applicable jurisdiction then in effect) and there shall have been no investigation, notice or recall from any governmental agency or body;

- (v) no Event of Default shall have occurred which has not been waived in writing by Agent; and
- (vi) no other event shall have occurred that, in the Agent's reasonable credit discretion, materially adversely affects or could materially adversely affect either: (i) the business, assets, liabilities, prospects, financial condition or operations of the Borrower or any Guarantor, or (ii) the value of the Collateral; or (iii) the ability of the Agent to receive indefeasible repayment in full.

The making of an advance hereunder without the fulfillment of one or more conditions set forth in this Agreement shall not constitute a waiver of any such condition, and the Agent reserves the right to require fulfillment of such condition in connection with any subsequent advance.

Nothing in this Agreement creates a legally binding obligation on the Agent to advance any amount under any Facility at any time unless the Agent is completely satisfied in its sole discretion that the Borrower and the Guarantors are in compliance with every provision of this Agreement and that no fact exists or event has occurred which changes the manner in which the Agent previously evaluated the risks inherent in advancing amounts to the Borrower under any Facility, whether or not the Agent was or should have been aware of such facts or events differently at any time.

All amounts under Facility A Loan are repayable immediately on demand by Agent whether or not there is an Event of Default, and the Facilities are cross-defaulted and may be terminated in whole or in part by Agent at any time.

Covenants:

Each of the Borrower and the Guarantors covenant and agree with the Agent and the Lenders, while this Agreement is in effect to:

- (i) pay all sums of money and all Priority Claims when due or arising therefrom;
- (ii) provide the Agent with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default, a breach of any covenant or other term or condition of this Agreement or of any of the Security given in connection therewith;
- (iii) use the proceeds of the Facilities for the purposes provided for herein;
- (iv) continue to carry on business in the nature of or related to the business transacted by the Borrower and the Guarantors prior to the date hereof in the name and for the account of the Borrower and the Guarantors;

- (v) keep and maintain books of account and other accounting records in accordance with generally accepted accounting principles;
- (vi) ensure all assets secured by the Security are in existence and in the possession and control of the Borrower or the Guarantors, as applicable;
- (vii) not sell, transfer, convey, encumber or otherwise dispose of any of its capital stock or permit any reorganization or Change of Control of the Borrower or any of the Guarantors other than as a result of an exercise of the Warrants;
- (viii) not purchase or redeem its shares or otherwise reduce its capital;
- (ix) without the prior written consent of the Agent, not declare or pay any dividends or repay any shareholders' loans, interest thereon or share capital or make any other gift or other form of distribution whatsoever (including the payment of any management fees) to any person, including without limitation, any shareholder of the Borrower or any Guarantor and Kenex Holdings LLC or its affiliates, other than the payment of a monthly management fee by the Borrower to Kenex pursuant to the Professional Services Agreement, in an amount not to exceed Ten Thousand U.S. Dollars (\$10,000) per month with Agent's prior written consent provided that there is then no Event of Default and no Event of Default will result from any such payment, the Overadvance has been paid in full, PIK payments are being made, there is availability under Facility A Loan Availability and the Borrower and Bottom Line (upon and subject to the completion of the Acquisition) have achieved an FCCR of not less than 1.1:1 taking any such payment into account;
- (x) not make loans or advances (excluding for greater certainty, salaries and bonuses payable in the ordinary course of business and consistent with past practice and upon and subject to the closing of the Acquisition, intercompany loans made by the Borrower to Bottom Line as contemplated herein) to, or enter into any related party sales or other transactions which are not on arms' length terms with, or make any investments in any, shareholders, directors, officers, subsidiaries, affiliated companies or any other related or associated party of the Borrower or the Guarantors, or assume or permit to exist any further indebtedness not existing on the date hereof other than in respect of Permitted Encumbrances;
- (xi) permit the Agent or its representatives, at any time and from time to time with such frequency as the Agent, in its sole discretion, may require, to visit and inspect any premises, properties and assets and to examine and obtain copies of the records or other information and discuss business affairs with Canada Revenue

Agency or the Internal Revenue Service, the auditors, counsel and other professional advisors of the Borrower and the Guarantors all at the reasonable expense of the Borrower;

- (xii) forthwith notify the Agent of the particulars of any occurrence which constitutes an Event of Default hereunder or of any action, suit or proceeding, pending or to the Borrower's or any Guarantors' knowledge threatened against them;
- (xiii) in a form and manner prescribed by the Agent (which may include by fax and/or e-mail), deliver to the Agent the following, signed by a senior officer of the Borrower in respect of the Borrower and Bottom Line upon and subject to the closing of the Acquisition:
 - (a) weekly by Friday of each week, a list of total invoiced sales completed during the preceding week, a list of credit notes and cash receipts received from customers during the preceding week (Saturday to Friday inclusive) and a list of all contemplated payments to be made in the upcoming week;
 - (b) weekly by Friday of each week, the daily invoice register, credit note register and cash receipts register in respect of the preceding week (Saturday to Friday inclusive);
 - (c) weekly, by Friday of each week in respect of the preceding week (Saturday to Friday inclusive), an aged accounts receivable schedule, aged accounts payable schedule (including work in progress and related written approvals), inventory schedule and summary trial balance;
 - (d) monthly, by the end of each calendar month, a compliance certificate in form satisfactory to the Agent;
 - (e) monthly, by the end of each calendar month in respect of the preceding month, internally prepared financial statements for the preceding month and internally prepared financial statements for the year to date;
 - (f) monthly bank statements for all bank accounts within 15 days of its month-end;
 - (g) monthly, by the 10th of each calendar month in respect of the preceding month proof of payments, in a form satisfactory to the Agent, of Priority Claims;
 - (h) annually, no later than 30 days following the end of the financial year, financial and business projections for the following financial year;

- (i) annually, within 120 days of the financial year end in respect of the preceding financial year, audited financial statements that were prepared by external auditors; and
- (j) such additional financial information with respect to Borrower and the Guarantors as and when requested by the Agent;
- (k) monthly status reports regarding any and all refinancing and/or sale efforts/proceedings and any and all other reports reasonably required by the Agent in connection with same;
- (xiv) file all tax returns which the Borrower and the Guarantors must file from time to time, to pay or make provision for payment of all taxes (including interest and penalties) and other potential preferred claims which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested;
- (xv) not make capital expenditures in any financial year in excess of \$500,000 without the written consent of the Agent, with any capital expenditures to be reported monthly;
- (xvi) not grant, create, assume or suffer to exist any mortgage, charge, Lien, pledge, security interest, including a purchase money security interest, or other encumbrance affecting any of the Borrower's or the Guarantors' properties, assets or other rights except for Permitted Encumbrances in existence, known to and approved by the Agent as the date hereof or from time to time;
- (xvii) not grant a loan or make an investment in or provide financial assistance to a third party (including the Guarantors or any related party) by way of a suretyship, guarantee or otherwise other than as contemplated herein;
- (xviii) not change its name, merge, amalgamate or otherwise enter into any other form of business combination with any other entity without the prior written consent of the Agent;
- (xix) keep the Collateral fully insured against such perils and in such manner as would be customarily insured by companies carrying on a similar business or owning similar assets naming the Agent as first loss payee and first mortgagee with respect to the personal property Collateral and second loss payee and mortgagee with respect to the real property Collateral with a standard mortgage clause in favour of Agent and with the Agent added as an additional insured and to ensure all assets secured by the Security are in existence and in the possession and control of the Borrower and the Guarantors, as applicable;

- (xx) comply with all the Applicable Laws including without limitation, regarding health and safety, securities, environmental and other laws and regulations; to advise the Agent promptly of any actions, investigations, audits, requests or violation notices or orders received from any government or regulatory authority concerning the Borrower's and Guarantors' operations; and to indemnify and hold the Agent harmless from all liability of loss as a result of any non-compliance with such Applicable Laws;
- (xxi) not change its senior management or its objectives, purposes, operations or standard procedures in any material way, to be determined by Agent in its absolute and sole discretion; or issue any other securities or any warrants or options, including without limitation, any that are convertible into or exercisable which gives rise to a right to receive any shares in the capital of the Borrower or any of the Guarantors;
- (xxii) not repay any shareholder or other related party loans, or pay any bonuses, dividends, management fees or other similar forms of remuneration to any existing shareholder or other person related to the Borrower or any of the Guarantors or repay any subordinated or postponed debt to any person whatsoever except scheduled repayments to Agent contemplated herein, without Agent's prior written consent;
- (xxiii) not sell, transfer, assign, lease or otherwise dispose of all or a substantial portion of its assets, other than the sale of inventory and disposal of obsolete equipment in the ordinary course of business, provided that the proceeds of sale of such obsolete equipment are reinvested in productive assets within a reasonable period of time or used to repay the obligations to Agent, at Agent's option;
- (xxiv) not establish any profit sharing plans or other arrangements or agreements with shareholders, directors, officers or employees other than those which are currently in place and expressly approved by Agent in writing;
- (xxv) not engage directly or indirectly in any other business activity or acquire any assets unrelated or unnecessary to the Borrower's present business;
- (xxvi) not conduct business with any non-arms-length persons other than as may be expressly approved by Agent in writing; and
- (xxvii) not issue or redeem or otherwise give effect to any transfer, assignment, disposition or change of ownership of any shares or in the capital structure of the Borrower or any of the Guarantors.

Security and other Requirements:

As general and continuing collateral security for the performance by the Borrower of all of its obligations, present and future, to the Agent, including, without limitation, the repayment of advances granted hereunder and the payment of interest, fees and any other amounts provided for hereunder and under the security documents, the Borrower and the Guarantors undertake to grant to the Agent and to maintain at all times the following security in form satisfactory to the Agent (the "**Security**"), in accordance with the forms in use by the Agent or as prepared by its solicitors:

- (i) general security agreement, on the Agent's form constituting a first (subject to Permitted Encumbrances) ranking security interest in all personal property of the Borrower, Bottom Line upon and subject to the closing of the Acquisition, and 240;
- (ii) an assignment of adequate all risk, business interruption, commercial general liability and property insurance of the Borrower, Bottom Line upon and subject to the closing of the Acquisition, and 240 (including the equipment which forms part of the Collateral in an amount not less than its appraised value) naming the Agent as first loss payee and first mortgagee;
- (iii) a postponement and subordination of all directors, officers, shareholders, bonding companies, non-arms' length creditors and other related party loans, including without limitation, the vendors of Bottom Line upon and subject to the closing of the Acquisition to include a postponement of the right to receive any payments of both principal and interest under such loans;
- (iv) unlimited guarantee by 240 and Bottom Line upon and subject to the closing of the Acquisition;
- (v) share pledge security agreement by 240 relating to the shares of the Borrower;
- (vi) a guarantee by Swift, limited in recourse to the shares of 240 and Bottom Line upon and subject to the closing of the Acquisition;
- (vii) share pledge security agreement by Swift relating to the shares of 240 and Bottom Line upon and subject to the closing of the Acquisition;
- (viii) upon and subject to the closing of the Acquisition intercompany security from Bottom Line to the Borrower assigned to the Agent;
- (ix) an acknowledgement and confirmation regarding existing security; and
- (x) such other security as may be required by the Agent.

The Borrower and the Guarantors acknowledge and agree that all of the Security is being granted to and in favour of the Agent for and on behalf of the Agent and the Lenders, to secure all of the indebtedness, liabilities and obligations owing hereunder, under the Security and the other Credit Documents.

**Events
of Default:**

Without limiting any other rights of the Agent under this Agreement, including the right to demand repayment of the Facilities at any time and for whatever reason, which Facility A Loan is made available at the sole discretion of the Agent, if any one or more of the following events (an **"Event of Default"**) has occurred which have not been waived in writing by the Agent:

- (i) the Borrower or any Guarantor fails to pay when due any principal, interest, fees or other amounts due under this Agreement or under any of the Security;
- (ii) the Borrower or any Guarantor breaches any provision of this Agreement or any of the Security or other agreement with the Agent;
- (iii) the Borrower or any Guarantor is in default under the terms of any other contracts, bonds, agreements or otherwise with any other creditor including the vendors of Bottom Line and any other subordinated creditor;
- (iv) the Agent receives from any present or future guarantor a notice proposing to terminate, limit or otherwise modify such guarantor's liability under its guarantee of the Borrower's indebtedness to the Agent under the Facilities or under a security document or under any other document in favour of the Agent;
- (v) the Borrower or any Guarantor ceases or threatens to cease to carry on business in the ordinary course;
- (vi) any default or failure by the Borrower or any Guarantor to make any payment of, wages or other monetary remuneration payable to its employees under the terms of any contract of employment, oral or written, express or implied;
- (vii) any default or failure by the Borrower or any Guarantor to keep current all amounts owing to parties other than the Agent who, in the Agent's sole opinion, have or could have a Lien in the Collateral which, in the Agent's sole opinion would or could constitute a Priority Claim;

- (viii) any breach by a Guarantor of the provisions of any guarantee or other security, undertaking or covenant given to the Agent to secure any guarantee;
- (ix) if any representation or warranty made or deemed to have been made herein or in any certificate or the Security provided for herein shall be false or inaccurate;
- (x) if, in the reasonable opinion of the Agent, there is a Material Adverse Change, including without limitation, any investigation, audit, notice or order of any applicable government agency or body;
- (xi) the Borrower or any Guarantor is unable to pay its debts as such debts become due, or is adjudged or declared to be or admit to being bankrupt or insolvent;
- (xii) any judgment or award is made against the Borrower or any Guarantor which may have a Material Adverse Effect in respect of which there is not an appeal or proceeding for review being diligently pursued in good faith and in respect of which adequate provision has been made on the books of the Borrower or the Guarantor, as applicable;
- (xiii) any notice of intention is filed or any voluntary or involuntary case or proceeding or petition is filed or commenced for:
 - (a) the bankruptcy, liquidation, winding-up, dissolution or suspension of the operations of the Borrower or any Guarantor;
 - (b) the composition, rescheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts of the Borrower or any Guarantor;
 - (c) the appointment of a trustee, receiver, receiver and manager, liquidator, administrator, monitor, custodian or other official for, all or any part of the assets of the Borrower or any Guarantor;
 - (d) the possession, foreclosure, retention, sale or other disposition of, or other proceedings to enforce security over, all or any part of the Collateral; or
 - (e) any secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienor, takes possession of or forecloses or retains, or sells or otherwise disposes of, or

otherwise proceeds to enforce security over all or any part of the Collateral or gives notice of its intention to do any of the foregoing;

- (xiv) any Change of Control;
- (xv) if any of Dave Malay or Andy Jones ceases to be actively engaged in the full time management and operations of the Borrower and/or Bottom Line;

then, in such event, the Agent may, by written notice to the Borrower declare all monies outstanding under the Facilities to be immediately due and payable. Upon receipt of such written notice, the Borrower shall immediately pay to the Agent all monies outstanding under the Facilities and all other obligations of the Borrower to the Agent in connection with the Facilities under this Agreement. The Agent may enforce its rights to realize upon its security and retain an amount sufficient to secure the Agent for the Borrower's obligations to the Agent.

Nothing contained in this section shall limit any right of the Agent under this Agreement to demand payment of Facility A Loan at any time and for greater certainty, the issuance of a demand for payment or an Event of Default under Facility A Loan shall also be an Event of Default under Facility B Loan.

**Evidence of
Indebtedness:**

The Agent shall maintain records evidencing the Facilities. The Agent shall record the principal amount of the Facilities, the payment of principal and interest on account of the Facilities, and all other amounts becoming due to the Agent under this Agreement.

The Agent's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Agent pursuant to this Agreement.

**Representations
and Warranties:**

The Borrower represents and warrants to the Agent and the Lenders that:

- (i) the Borrower and each Guarantor is a corporation or other entity duly incorporated or formed, validly existing and duly registered or qualified to carry on business in the Province of Ontario (in the case of the Borrower and 240) or the State of Delaware (in the case of Swift) or upon the completion of the Acquisition the State of Texas (in the case of the Bottom Line) or any other jurisdiction where they may carry on business;
- (ii) the execution, delivery and performance by the Borrower and the Guarantors of this Agreement, the Warrants and the Security has been duly authorized by all necessary actions and do not violate the constating documents or any Applicable Laws or agreements

to which the Borrower and the Guarantors is subject or by which they are bound;

- (iii) the financial statements of the Borrower and the Guarantors most recently provided to the Agent fairly present their financial positions as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby, and since the date of such financial statements, there has occurred no Material Adverse Change in the business or financial condition of the Borrower and the Guarantors;
- (iv) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against the Borrower or any or any Guarantor or any of their respective assets or properties before any court or administrative agency which relates to any non-compliance with any environmental law which, if adversely determined, might have a Material Adverse Effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any of the Security, and there are no circumstances of which any of them is aware which might give rise to any such proceeding which has not been fully disclosed to the Agent;
- (v) the Borrower and the Guarantors have good and marketable title to all of their properties and assets, free and clear of any Encumbrances, other than Permitted Encumbrances herein;
- (vi) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default, a breach of any covenant or other term or condition of this Agreement or any of the Security given in connection therewith;
- (vii) the Borrower and the Guarantors have filed all tax returns which were required to be filed by them, if any, paid or made provision for payment of all taxes and other potential Priority Claims (including interest and penalties) which are due and payable, if any and provided adequate reserves for payment of any tax, the payment of which is being contested, if any;
- (viii) the Borrower's and each Guarantor's obligation to complete this transaction is not dependent upon any condition whatsoever, and that the Agent assumes no obligation to assist them to complete the transaction in any way, except to make available the Facilities as contemplated herein;
- (ix) there is no Pension Plan owned, contributed to, or in any way related to (including any collective bargaining agreement), the Borrower or any of the Guarantors;

- (x) upon and subject to the completion of the Acquisition the Borrower and Bottom Line operate as one combined business enterprise and Bottom Line is wholly dependent on the Borrower for its working capital needs and back office support;
- (xi) None of the Borrower or any Guarantor is engaged, nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of “purchasing” or “carrying” any “margin stock” within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect. No part of the proceeds of any advance hereunder will be used for “purchasing” or “carrying” “margin stock” as defined in Regulation U of such Board of Governors;
- (xii) None of the Borrower or any Guarantor is an “investment company” registered or required to be registered under the *US Investment Company Act* of 1940, as amended, nor is it controlled by such a company;
- (xiii) None of the Borrower or any Guarantor shall, until satisfaction in full of the obligations and termination of this Agreement, nor shall it permit any affiliate or agent to:
 - (a) conduct any business or engage in any transaction or dealing with any “Blocked Person” (within the meaning of the applicable Anti-Terrorism Laws), including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person;
 - (b) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the US Executive Order No. 13224;
 - (c) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the US Executive Order No. 13224, the *USA PATRIOT Act* or any other Anti-Terrorism Laws. Borrower shall deliver to the Agent any certification or other evidence reasonably requested from time to time by the Agent, confirming their compliance herewith;
 - (d) none of the Borrower or any of the Guarantors, any of their subsidiaries, any director or officer, or any employee, agent, or affiliate of any of them or any of its subsidiaries is an individual or entity (“**Person**”) that is, or is owned or controlled by Persons that are, (i) the subject of any sanctions administered or enforced by the US Department of the Treasury’s Office of Foreign Assets Control

("OFAC"), the US Department of State, the United Nations Security Council (collectively, "**Sanctions**"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation, currently, Cuba, the Crimea region of Ukraine, Iran, North Korea, Sudan and Syria;

- (e) none of the Borrower or any of the Guarantors, nor to their knowledge, any director, officer, agent employee, affiliate or other person acting on behalf of any of them or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation of such persons of any applicable anti-bribery law, including but not limited to, the *U.S. Foreign Corrupt Practices Act* of 1977 (the "**FCPA**"). Furthermore, the Borrower and the Guarantors and, to their knowledge, their affiliates have conducted their businesses in compliance with the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith;
- (f) the Borrower and the Guarantors will not, directly or indirectly, use the proceeds of the Facilities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions, or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Facilities, whether as underwriter, advisor, investor or otherwise);
- (g) no part of the proceeds of the Facilities will be used, directly or indirectly, for any payments that could constitute a violation of any applicable anti-bribery law.

**Field Examinations /
Appraisals:**

- (i) In addition to reporting hereunder, the Borrower and the Guarantors acknowledge that the Agent and its examiners shall be permitted to conduct periodic field examinations of the Collateral and operations, such examinations not to exceed four (4) in any calendar year prior to an Event of Default and more frequently as the Agent may determine in its sole discretion thereafter.
- (ii) The Borrower and the Guarantors further acknowledge that the Agent shall be permitted to obtain two (2) fixed asset valuations/appraisals and two (2) inventory valuations/appraisals

in any calendar year prior to an Event of Default which is continuing and more frequently as the Agent may determine in its sole discretion thereafter.

Environmental:

In relation to the business, assets and projects of the Borrower and the Guarantors: they are operating and will continue to operate in conformity with all environmental laws; there are no contaminants, pollutants or other hazardous substances (including, without limitation, asbestos, products containing urea formaldehyde or polychlorinated biphenyl or any radioactive substances) have been or are now stored or located at any property from which they operate their business (collectively, the "**Properties**") and no order, approval, direction or other governmental or regulatory notice relating to the environment has been threatened against, is pending or has been issued with respect to the Properties or the operations of the business being conducted at the Properties; they are not aware of any pending or threatened action, suit or proceedings relating to any actual or alleged environmental violation from or at the Properties, nor have any proceedings been or are being instituted to make them or any other owner of the subject property comply with environmental laws and regulations; they will ensure that all of its property and assets comply with existing legislation and will remain free of any environmental problem; they will inform the Agent immediately upon becoming aware of any environmental problem or issue and will provide the Agent with copies of all communications with environmental authorities and all studies or assessments prepared on their behalf, all as soon as received by them; they also agree to pay the cost of any external environmental consultant engaged by the Agent to effect an environmental audit and the cost of any environmental rehabilitation, removal or repair necessary to protect, preserve or remediate the assets, including any fine or penalty the Agent is obligated to incur by reason of any statute, order or directive by a competent authority. The Borrower and the Guarantors agree to indemnify the Agent for any liability arising from an environmental problem including, without limitation, for all decontamination and decommissioning costs or for damages incurred by the Agent or its agents as a result of such contamination. For the purposes of this Agreement, an "**environmental problem**" means an act of non-compliance to a law, regulation, etc. or soil and/or underground water that contains one or many pollutants (contaminants) in levels of concentration that exceed parameters or norms applicable for the present use and intended use of any of their personal or real property including leased property.

In the event any environmental report shows that decontamination is required, the Borrower covenants and undertakes to forthwith carry out decontamination at its own expense should this be required or requested.

Confidentiality:

The Borrower and the Guarantors agree to keep all of the information and terms related to this Agreement confidential. In particular, the existence of this Agreement or the discussions surrounding this Agreement cannot

be disclosed to any party, including other creditors, without the Agent's prior written consent.

General:

Credit: The Borrower and the Guarantors authorize the Agent, hereinafter, to obtain such factual and investigative information regarding the Borrower or the Guarantors from others as permitted by law, to furnish other consumer credit grantors and credit bureaus such information. The Agent, after completing credit investigations, which it will make from time to time concerning the Borrower and the Guarantors, must in its absolute discretion be satisfied with all information obtained, prior to any advance being made under any of the Facilities.

Supply of Information: The Borrower and the Guarantors further authorize any financial institution, creditor, tax authority, employer or any other person, including any public entity, holding information concerning them or their assets, including any financial information or information with respect to any undertaking or suretyship given by them, to supply such information to the Agent in order to verify the accuracy of all information furnished or to be furnished from time to time to the Agent and to ensure their solvency at all times.

Observation Rights: Agent shall have, at all times, board observation rights and may have one observer attend meetings of all boards of directors. The reasonable out of pocket travel and other incidental expenses of such observer shall be for the account of the Borrower. In addition, Agent shall receive, on a timely basis, all reports and other documents provided to the boards of directors.

Indemnification: The Borrower and the Guarantors hereby indemnify Agent and the Lenders and each of its officers, directors, employees, advisors and agents (each an "**indemnified person**"), and holds each of them harmless from and against, all losses, costs, expenses (including, without limitation, reasonable legal fees on a solicitor and client basis) damages, obligations and liabilities, including without limitation, those arising from any litigation or other proceedings, relating to or arising out of, the proposed transactions contemplated herein; provided that no indemnified person will be indemnified for its own gross negligence or willful misconduct.

Taxation and Duties: All payments by the Company shall be made free and clear of any and all present and future taxes, withholdings or deductions of any nature or kind whatsoever.

Non-Merger: The provisions of this Agreement shall not merge with any of the Security, but shall continue in full force and effect for the benefit of the parties hereto. In the event of an inconsistency between this Agreement and any of the other Credit Documents, including the Security, the provisions of this Agreement shall prevail.

Further Assurances and Documentation: The Borrower and the Guarantors shall do all things and execute all documents deemed necessary or appropriate by the Agent for the purposes of giving full force and effect to the terms, conditions, undertakings hereof and the Security granted or to be granted hereunder.

Severability: If any provisions of this Agreement is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor shall it invalidate, affect or impair any of the remaining provisions of this Agreement.

Marketing: The Agent shall be permitted to use the name of the Borrower and the Guarantors and the amount of the Facilities for advertising purposes.

Governing Law: This Agreement and all agreements arising hereinafter shall be deemed to have been made and accepted in the City of Toronto, Ontario and shall be construed exclusively (without regard to any rules or principles relating to conflicts of laws) in accordance with and be governed by the laws of the Province of Ontario and of Canada applicable therein.

Counterparts: This Agreement, the Security and all agreements arising hereinafter may be executed in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterpart.

Assignment and Syndication: This Agreement when accepted and any commitment to advance, if issued, and the Security in furtherance thereof or any warrant or right may be assigned by the Agent, or monies required to be advanced may be syndicated by the Agent from time to time. For greater certainty, the Agent may assign or grant a participation in all or part of this Agreement or in the Facilities made hereunder without notice to and without the Borrower's or any Guarantor's consent. The Borrower and the Guarantors may not assign or transfer any part of its rights or obligations under this Agreement, any such transfer or assignment being null and void insofar as the Agent is concerned and rendering any balance then outstanding under the Facilities immediately due and payable at the option of the Agent.

Agency: Each Lender designates Agent to act as its administrative and collateral agent for it under this Agreement and the Security. Each Lender hereby irrevocably authorizes Agent to take such action on its behalf under the provisions of this Agreement and the Security and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of Agent by the

terms hereof and thereof and such other powers as are reasonably incidental thereto and Agent shall hold all Collateral, payments of principal and interest, fees, charges and collections received pursuant to this Agreement, for the benefit of each Lender. Agent may perform any of its duties hereunder by or through its agents or employees. As to any matters not expressly provided for by this Agreement, Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Lenders, and such instructions shall be binding; provided, however, that Agent shall not be required to take any action which, in Agent's discretion, exposes Agent to liability or which is contrary to this Agreement or the Security or Applicable Laws.

Agent shall have no duties or responsibilities except those expressly set forth in this Agreement and the Security. Neither Agent nor any of its officers, directors, employees or agents shall be (i) liable for any action taken or omitted by them as such hereunder or in connection herewith, unless caused by their gross (not mere) negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment), or (ii) responsible in any manner for any recitals, statements, representations or warranties made by Borrower or any Guarantor, or any officer thereof contained in this Agreement, or in any of the Security or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any of the Security or for the value, validity, effectiveness, genuineness, due execution, enforceability or sufficiency of this Agreement, or any of the Security or for any failure of Borrower or any Guarantor to perform its obligations hereunder. The duties of Agent as respects the advances to Borrower shall be mechanical and administrative in nature only and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon Agent any obligations in respect of this Agreement or the transactions described herein except as expressly set forth herein.

Agent may employ agents and attorneys-in-fact and shall not be liable for the default or misconduct of any such agents or attorneys-in-fact selected by Agent with reasonable care.

Without prejudice to its obligations to Agent under the other provisions of this Agreement, Borrower hereby undertakes with Agent to pay to Agent from time to time on demand all amounts from time to time due and payable by it for the account of Lenders or any of them pursuant to this Agreement to the extent not already paid.

Joint and Several: Where more than one person is liable as a guarantor for any obligation under this Agreement, then the liability of each such person for such obligation is joint and several with each other such person.

Time: Time shall be of the essence in all provisions of this Agreement.

Whole Agreement, Amendments and Waiver: This Agreement, the Security and any other written agreement delivered pursuant to or referred to in this Agreement constitute the whole and entire agreement between the parties in respect of the Facilities. There are no verbal agreements, undertakings or representations in connection with the Facilities. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing signed by the Borrower, the Guarantors and the Agent. No failure or delay on the part of the Agent in exercising any right or power hereunder or under any of the Security shall operate as a waiver thereon. No course of conduct by the Agent will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Security or the Agent's rights thereunder. This Agreement shall amend and restate the letter credit agreement dated March 8, 2017, with the parties hereby agreeing that there is no novation thereof. On the date hereof, the rights and obligations of the parties under such letter credit agreement shall be subsumed within and be governed by this Agreement; provided, however, that each of the "Facilities" (as such term is defined in such letter credit agreement) outstanding under thereunder on the date hereof shall, for purposes of this Agreement, be included as loans and advances hereunder.

Replacements: This Agreement supersedes and replaces all prior discussions, discussion papers (including the discussion paper dated October 25, 2017), letters and agreements (including the letter credit agreement dated March 8, 2017 but does not constitute any novation thereof) describing the terms and conditions of any credit facility established in favour of the Borrower.

Reserve Indemnity: If subsequent to the date of this Agreement any change in or introduction of any Applicable Law, or compliance by Agent with any request or directive by any central bank, superintendent of financial institutions or other comparable authority, shall subject Agent to any tax with respect to the Facilities or change the basis of taxation of payments to Agent of any amount payable under the Facilities (except for changes in the rate of tax on the overall net income of Agent), or impose any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Facilities, or impose on Agent), any other condition or restriction, and the result of any of the foregoing is to increase the cost to Agent of making or maintaining the Facilities or any amount thereunder or to reduce any amount otherwise received by Agent under the Facilities, Agent will promptly notify the Borrower of such event and the Borrower will pay to Agent such additional amount calculated by Agent as is necessary to compensate Agent for such additional cost or reduced amount received. A certificate of Agent as to any such additional amount payable to it and containing reasonable details of the calculation thereof shall be conclusive evidence thereof.

Currency Indemnity and Conversion: Interest and fees hereunder shall be payable in the same currency as the principal to which they relate. Any payment on account of an amount payable in a particular currency (the “**proper currency**”) made to or for the account of Agent in a currency (the “**other currency**”) other than the proper currency, whether pursuant to a judgment or order of any court or tribunal or otherwise and whether arising from the conversion of any amount denominated in one currency into another currency for any purpose, shall constitute a discharge of the Borrower’s obligation only to the extent of the amount of the proper currency which Agent is able, in the normal course of its business within one Business Day after receipt by it of such payment, to purchase with the amount of the other currency so received. If the amount of the proper currency which Agent is able to purchase is less than the amount of the proper currency due to Agent, the Borrower and the Guarantors shall indemnify and save Agent harmless from and against any loss or damage arising as a result of such deficiency. Furthermore, any and all values of eligible collateral in US dollars needed to determine the Loan Availability Formula shall be converted by the Agent into Canadian dollars as it deems necessary in accordance with its customary practices and procedures.

Notices. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by facsimile transmission addressed to such other party or delivered to such other party as follows:

(i) to the Borrower and Guarantors at:

169A South Service Road
Grimsby, Ontario L3M 4H6

Attention: Michael Kenefick (mpk@kenexholdings.com)
Dave Malay (dave.malay@alliedtrack.ca)
Nick Kuneman ([njik@kenexholdings.com](mailto:njk@kenexholdings.com))

Facsimile: 905-769-1317

(ii) to the Agent at:

77 King Street West, Suite 2925
Toronto, Ontario M5K 1K7

Attention: Graham Marr (gmarr@bridgingfinance.ca)
Facsimile: 416-777-1794

or at such other address or facsimile number as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been

received when delivered, or, if sent by facsimile transmission, on the date of transmission unless sent on a day which is not a Business Day or after 5:00 p.m. (local time of the recipient) on a Business Day, in which case it shall be deemed to have been received on the next Business Day following the day of such transmission.

Anti-Money Laundering Legislation: Each Borrower and each Guarantor acknowledges that, pursuant to applicable Anti-Terrorism Laws and other applicable anti-money laundering, anti-terrorist financing, government sanction and “*know your client*” laws, under the laws of Canada or the US (collectively, including any guidelines or orders thereunder, “**AML Legislation**”), Agent may be required to obtain, verify and record information regarding each of them, its respective directors, authorized signing officers, direct or indirect shareholders or other persons in control of any of them, and the transactions contemplated hereby. Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Agent, or any prospective assign or participant of Agent, necessary in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

Deemed Re Investment Principle. For the purpose of the *Interest Act* (Canada) and any other purpose, the principle of deemed re-investment of interest is not applicable to any calculation under this Agreement, and the rates of interest and fees specified in this Agreement are intended to be nominal rates and not effective rates or yields.

**Usury and
Interest Act:**

If any provision of this Agreement would oblige the Borrower or any Guarantor to make any payment of interest or other amount payable to Agent or any Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by that Lender 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 that Lender 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 affected Lender which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

For the purpose of the *Interest Act* (Canada) and any other purpose, the principle of deemed re-investment of interest is not applicable to any calculation under this Agreement, and the rates of interest and fees specified in this Agreement are intended to be nominal rates and not effective rates or yields.

Tax Indemnity:

All payments by the Borrower or any Guarantor under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of any taxes other than (a) taxes imposed on or measured by net income (however denominated) of any Lender or franchise taxes, taxes on doing business, branch profits (or similar) taxes, or taxes measured by the capital or net worth of any Lender, in each case imposed by the jurisdiction (or any political subdivision thereof) under the laws of which such Lender is organized or conducts business or in which its principal or applicable lending office is located; (b) taxes imposed as a result of a present or former connection between any Lender and the jurisdiction imposing the tax; (c) withholding taxes on amounts payable to or for the account of any Lender pursuant to a law in effect at the time such Lender acquires such interest in the Facilities (or designates a new lending office) (other than pursuant to an assignment at such time that an Event of Default has occurred), except to the extent such taxes were payable to such Lender's assignor immediately before such Lender acquired such interest in the Facilities; or (d) U.S. withholding taxes imposed under FATCA (all taxes described in subsections (a) through (d), collectively "**Excluded Taxes**"; provided, however, that if any taxes other than Excluded Taxes are required by Applicable Law to be deducted or withheld from any interest or other amount payable hereunder, the amount so payable shall be increased to the extent necessary to yield, on a net basis after payment of all taxes other than Excluded Taxes imposed by any relevant jurisdiction on any additional amounts payable under this Section, interest or any such other amount payable hereunder at the rate or in the amount specified in this Agreement. Whenever any taxes are payable by the Borrower or any Guarantor under this Section, as promptly as possible thereafter it shall send to the Agent, a certified copy of an original official receipt showing payment thereof, a copy of a relevant tax return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent. If the Borrower or any Guarantor fails to pay any deducted or withheld taxes when due or fails to remit to the Agent as aforesaid the required documentary evidence thereof, the Borrower and the Guarantors shall indemnify and save harmless the Agent and the Lenders from any incremental taxes, interest, penalties or other liabilities that may become payable by any of them or to which any of them may be subjected as a result of any such failure. A certificate of the Agent as to the amount of any such taxes, interest or penalties and containing reasonable details of the calculation thereof and delivered to the Borrower or Guarantors shall be prima facie evidence thereof absent manifest error.

Tax
Documentation:

Any Lender entitled to an exemption from, or reduction in the rate of, the imposition, deduction or withholding of any tax other than Excluded Taxes with respect to any payment hereunder shall deliver to the Borrower, at the time or times reasonably requested by the Borrower, such properly completed and duly executed documentation as will permit such payments to be made without imposition, deduction or withholding of such taxes or at a reduced rate. If a payment made to a Lender hereunder

would be subject to US federal withholding tax imposed under FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA, such Lender shall deliver to the Borrower at the time or times prescribed by law and at such time or times reasonably requested by the Borrower such documentation prescribed by Applicable Law and such additional documentation reasonably requested by the Borrower as may be necessary for the Borrower to comply with its obligations under FATCA and to determine the amount, if any, to deduct and withhold from such payment.

Tax Refunds:

If any Lender determines that it has received a refund of any taxes as to which it has been indemnified by the Borrower or Guarantors or with respect to which the Borrower or Guarantors have paid additional amounts pursuant to this Agreement above such Lender shall pay over such refund (or the amount of any credit in lieu of refund) to the applicable Borrower or Guarantor (but only to the extent of indemnity payments made, or additional amounts paid, by the applicable Borrower or Guarantor with respect to the taxes giving rise to such refund or credit in lieu of refund), net of all out-of-pocket expenses of such Lender, and without interest (other than any interest paid by the relevant governmental authority with respect to such refund or credit in lieu of refund), provided such Borrower or Guarantor, upon the request of such Lender, agrees to repay the amount paid over to such Borrower or Guarantor to such Lender in the event such Lender is required to repay such refund or credit in lieu of refund to such governmental authority.

**Subordination
of Subrogation,
Etc.:**

Notwithstanding anything to the contrary in this Agreement or in any other document, agreement or instrument, each Borrower and Guarantor hereby expressly and irrevocably subordinates to payment of the obligations owing hereunder, any and all rights at law or in equity to subrogation, reimbursement, exoneration, contributions, indemnification or set off and any and all defenses available to a surety, guarantor or accommodation co-obligor until all such obligations are paid in full in cash. Each Borrower and Guarantor acknowledges and agrees that this subordination is intended to benefit the Agent and the Lenders and shall not limit or otherwise affect such person's liability hereunder or the enforceability of this Section, and the Agent and the Lenders and their respective successors and assigns and participants are intended third party beneficiaries of the waivers and agreements set forth in this Section.

LIMITATION OF LIABILITY. NO CLAIM MAY BE MADE BY ANY PARTY HERETO AGAINST THE LENDER, OR THE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS OF LENDER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH

PARTY HERETO HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOUR.

[2 SIGNATURE PAGES FOLLOW]

If the terms and conditions of this Agreement are acceptable to you, please sign in the space indicated below and return the signed copy of this Agreement to us. Acceptance may also be effected by facsimile or scanned transmission and in counterpart.

We thank you for allowing us the opportunity to provide you with this Agreement.

Yours truly,

BRIDGING FINANCE INC., as Agent

Per:

Name:  _____
Natasha Sharpe

Title: Chief Investment Officer

I have authority to bind the Corporation.

ACCEPTANCE

Each of the undersigned hereby executes and delivers this Agreement under their respective seals by their duly authorized signing officers with effect as of the date first written above.

Borrower:

ALLIED TRACK SERVICES INC.

Per: 
Name: Nicholas J. Kuneman
Title: Secretary
I have authority to bind the Corporation.

Guarantors:

2409889 ONTARIO INC.

Per: 
Name: Nicholas J. Kuneman
Title: Secretary
I have authority to bind the Corporation.

SWIFT RAILROAD HOLDINGS U.S. LLC

Per: 
Name: Nicholas J. Kuneman
Title: Secretary
I have authority to bind the Corporation.

SCHEDULE "A"
DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Anti-Terrorism Laws" or **"AML"** means any Applicable Laws relating to terrorism, money laundering, government sanctions and know your client requirements including Executive Order No. 13224, the *USA PATRIOT Act*, the Applicable Laws comprising or implementing bank secrecy legislation, and the applicable laws administered by the United States Treasury Department's Office of Foreign Asset Control and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and the regulations promulgated thereunder (as any of the foregoing Applicable Laws may from time to time be amended, renewed, extended, or replaced).

"Applicable Laws" means, with respect to any person, property, transaction or event, all present or future statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction, in each case, having the force of law in any applicable jurisdiction, including without limitation, any and all applicable securities, environmental and health and safety laws.

"BMO" means Bank of Montreal and its applicable affiliations including BMO Harris Bank.

"Business Day" means any day other than a Saturday or a Sunday or any other day on which Canadian chartered banks are closed for business in Toronto, Ontario or Pittsburg, Texas in respect of Bottom Line.

"Canadian Pension Plan" shall mean any plan, program, arrangement or understanding that is a pension plan for the purpose of and required to be registered under any applicable pension benefits laws of Canada or a province or territory thereof (whether or not registered under any such laws) which is maintained, administered or contributed to by (in virtue of a legal obligation to maintain, administer or contribute to such a plan, program, arrangement or understanding) a Borrower or a Guarantor, in respect of any person's employment in Canada or a province or territory thereof with such Borrower or a Guarantor.

"Change of Control" means shall mean any reorganization or change in ownership or corporate structure of any of the Borrower or any of the Guarantors other than in connection with an exercise of the Warrants where the current shareholders, including any of its beneficial owners, beneficiaries or their estates collectively cease to hold voting shares, directly or indirectly, constituting more than 51% of any of the Borrower or any of the Guarantors, as applicable, and/or control the respective boards of directors.

"Collateral" means all of the Borrower's, Bottom Line's upon and subject to the closing of the Acquisition, and 240's property, assets and undertakings and any shares held by Swift in the capital of 240 and Bottom Line.

"Controlled Group" shall mean, at any time, each Borrower, Guarantor and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control and all other entities which, together with any Borrower or Guarantor, are treated as a single employer under Section 414 of the US Code;

“Credit Documents” collectively means this Agreement, the Security, the Warrants and any and all other documents, instruments and agreements contemplated herein and/or ancillary thereto.

“Disbursement Accounts” means specifically the following transit/account numbers from which the Borrower shall make all of its payments and disbursements:

Borrower (Cdn\$) - BMO:	0002 / 1815049
Borrower (US\$) - BMO:	0002 / 4639817
Bottom Line (US\$) upon and subject to the closing of the Acquisition - <*> [NTD: Borrower to advise]	<*>

“Encumbrances” means any mortgage, Lien, pledge, assignment, charge, security interest, title retention agreement, hypothec, levy, execution, seizure, attachment, garnishment, right of distress or other claim in respect of property of any nature or kind whatsoever howsoever arising (whether consensual, statutory or arising by operation of law or otherwise) and includes arrangements known as sale and lease-back, sale and buy-back and sale with option to buy-back or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the PPSA or Uniform Commercial Code of the State of New York (or equivalent statutes) of any jurisdiction. The inclusion of Permitted Encumbrances in this Agreement is not intended to subordinate and shall not subordinate any Lien created by any of the Security contemplated by this Agreement and the other Credit Documents to any Permitted Encumbrances.

“ERISA” shall mean the *Employee Retirement Income Security Act* of 1974, as amended from time to time and the rules and regulations promulgated thereunder.

“FATCA” shall mean (i) Sections 1471 through 1474 of the US Code, (ii) any regulations promulgated thereunder, official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the US Code, and (iii) any intergovernmental agreements (or related legislation or official administrative rules or practices) implementing the foregoing, or any amended or successor version thereof.

“FCCR” means earnings before interest, tax, depreciation and amortization and any other non-cash expenses acceptable the Agent in its sole and absolute discretion less unfinanced capital expenditures, deferred charges, dividends, distributions and cash taxes, divided by the total of scheduled and unscheduled principal (including leases), interest and any payments in respect of any related party or postponed debt.

“GAAP” means any reference thereto or application thereof by implication means those accounting principles which are recognized as being generally accepted in Canada with respect to each Canadian entity, and generally accepted in the United States with respect to each US entity, from time to time as set out in the handbook published by the applicable institute of chartered accountants or, as applicable, the international financial reporting standards developed by the international accounting standards board.

“Initial Advance Date” means the date that the Agent, in its discretion, causes the initial advances under the Facilities to be made to or on behalf of the Borrower.

“Lien” means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien or adverse right or claim or deemed trust (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation.

“Loan Availability Formula” means the aggregate of:

- (a) Accounts Receivable: Up to 85% of the net eligible accounts receivable of the Borrower and Bottom Line upon and subject to the closing of the Acquisition (including unbilled accounts receivable for work which has been completed) owing by account debtors located in Canada and up to 80% of the eligible accounts receivable of the Borrower and Bottom Line upon and subject to the closing of the Acquisition (including unbilled accounts receivable for work which has been completed) owing by account debtors located in the United States of America. The Agent will determine eligibility in its reasonable credit discretion. General eligibility criteria will include the requirement that eligible accounts receivable be less than 90 days past the original invoice date but no more than 60 days past due date, and in the case of unbilled accounts receivable for work which has been completed by the Borrower or Bottom Line upon and subject to the closing of the Acquisition, that such amounts are to be invoiced to account debtors within a reasonable timeframe, in the opinion of the Agent. In addition, eligible accounts and eligible unbilled accounts receivable will exclude (among other things as determined by the Agent in its reasonable credit discretion) accounts of an account debtor if 50% or more of the accounts owing from such account debtor are outstanding for more than 90 days from the original invoice date, any account that is an obligation for which the total unpaid accounts of the specific account debtor exceed 15% of the aggregate of all gross accounts as related to eligible accounts receivable, except those accounts approved in advance or of investment quality, to the extent of such excess, foreign accounts not backed by letters of credit or acceptable credit insurance, bill and hold, the amount of any contras, inter-company receivables and amounts due from affiliated or associated companies, federal, state or provincial government receivables which are not fully assignable to the Agent and enforceable against such government entity or body, disputed and doubtful accounts, progress billings (except where the receivables are in respect of billings approved by the account debtor in writing or are insured satisfactory to the Agent), pre-billed accounts, accounts receivable and unbilled accounts receivable which have not been credit approved by the Agent, and other accounts receivable or unbilled accounts receivable at the Agent's discretion. Any exceptions to the foregoing will be considered by the Agent in its sole discretion as and when required. The advance rates are subject to a dilution test as determined by the Agent; **PLUS**
- (b) Inventory: Up to 65% of the net orderly liquidation value of eligible inventory of the Borrower and upon and subject to the closing of the Acquisition Bottom Line (as determined by an appraiser satisfactory to the Agent in its reasonable credit discretion) located in Canada with respect to the Borrower and upon and subject to the closing of the Acquisition in the US in respect of Bottom Line. The Agent

will determine eligibility in its reasonable credit discretion. General eligibility criteria will exclude pallets, dividers, packaging, supplies, containers, inventory, aged inventory, work-in-process inventory and other inventory deemed not saleable by the Agent; **PLUS**

- (c) **Fixed Assets:** Up to 85% of the net orderly liquidation value of eligible equipment and other fixed assets of the Borrower and Bottom Line upon and subject to the closing of the Acquisition located in Canada with respect to the Borrower and upon and subject to the closing of the Acquisition in the US in respect of Bottom Line. The Agent will determine eligibility in its reasonable credit discretion. General eligibility criteria will include the nature of the equipment or fixed asset, the equipment or fixed asset being subject to the Agent's first priority Lien and not otherwise leased from or subject to any other Lien in favour of a lessor or vendor or repairer or storer, the equipment or fixed asset being in good working order and readily saleable; **LESS**
- (d) reserves, determined by the Agent in its reasonable credit discretion, in respect of actual and/or potential Priority Claims and/or Statutory Encumbrances, liquidation expenses and any other reserves, determined from time to time by the Agent in its reasonable credit discretion.

"Material Adverse Change" means any change, condition or event which, when considered individually or together with other changes, conditions, events or occurrences could reasonably be expected to have a Material Adverse Effect.

"Material Adverse Effect" means, in the determination of the Agent, a material adverse effect on (i) the business, revenues, operations, assets, liabilities (contingent or otherwise), financial condition or prospects of the Borrower or any of the Guarantors; (ii) on the rights and remedies of the Agent under this Agreement and the security; (iii) on the ability of the Borrower or any of the Guarantors to perform its obligations under the Credit Documents; or (iv) on the Liens created by the security.

"Multiemployer Plan" means a multiemployer plan as defined in Section 3(37) of ERISA) to which any member of the Controlled Group may have any liability.

"Pension Benefit Plan" shall mean at any time any employee pension benefit plan within the meaning of Section 3(2) of ERISA (other than a Multiemployer Plan) which is covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the US Code and either (i) is maintained or to which contributions are required by any member of the Controlled Group for employees of any member of the Controlled Group; or (ii) has at any time within the preceding five years been maintained or to which contributions have been required by any entity which was at such time a member of the Controlled Group for employees of any entity which was at such time a member of the Controlled Group.

"Pension Plan" means any Canadian Pension Plan or any Plan.

"Permitted Encumbrances" means, at any time, the following:

- (a) Liens for taxes not overdue, or which are being contested if adequate reserves with respect thereto are maintained in accordance with GAAP and from the Loan Availability Formula and the enforcement of any related Lien is stayed;

- (b) undetermined or inchoate Liens arising in the ordinary course of business which relate to obligations not overdue or a claim for which has not been filed or registered pursuant to Applicable Law;
- (c) carriers', warehousemen's', mechanics', materialmen's', repairmen's' or other similar Liens arising in the ordinary course of business which relate to obligations not overdue;
- (d) easements, rights of way, restrictions and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of business;
- (e) zoning and building by-laws and ordinances and municipal by laws and regulations so long as the same are complied with;
- (f) statutory Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation;
- (g) the reservations and exceptions contained in, or implied by statute in, the original disposition from the Crown and grants made by the Crown of interests so reserved or excepted;
- (h) equipment and/or vehicle leases in effect as of the date hereof;
- (i) upon and subject to the closing of the Acquisition Liens granted by Bottom Line to the Borrower, and by the Borrower in favour of Trisura Guarantee Insurance Company provided that such Liens are subordinated to the Liens granted to the Agent and subject to a subordination and postponement agreement in form and substance satisfactory to the Agent; and
- (j) Liens created by the Security.

"person" includes a natural person, a partnership, a joint venture, a trust, a fund, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity.

"Plan" shall mean any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Benefit Plan and a Multiemployer Plan), maintained for employees of any Borrower or Guarantor or any such Plan to which any Borrower or Guarantor is required to contribute provided always that the term Plan does not include a Canadian Pension Plan.

"PPSA" means the *Personal Property Security Act* (Ontario) or any other similar applicable personal property security statute in any other applicable jurisdiction, including without limitation, the Uniform Commercial Code of the State of New York, as the same may be amended, supplemented or replaced from time to time.

"Prime" or **"US Prime"** means the applicable rate of interest announced from time to time by BMO, as its reference rate then in effect for determining rates of interest on Canadian dollar

loans or US dollar loans, as applicable, to its customers in Canada or the US, as applicable, and designated as its prime rate.

“Priority Claims” means the aggregate of any amounts accrued or payable which under any law may rank prior to or *pari passu* with any of the Security or otherwise in priority to any claim by the Agent for payment or repayment of any amounts owing under this Agreement, including: (i) wages, salaries, commissions or other remuneration; (ii) vacation pay; (iii) Pension Plan contributions; (iv) amounts required to be withheld from payments to employees or other persons for federal and provincial income taxes, employee Pension Plan contributions and employee employment insurance premiums, additional amounts payable on account of employer Pension Plan contributions and employer employment Insurance premiums; (v) harmonized sales tax; (vi) provincial sales or other consumption taxes; (vii) Workers’ Compensation Board and Workplace Safety and Insurance Board premiums or similar premiums; (viii) real property taxes; (ix) rent and other amounts payable in respect of the use of real property; provided that a rent reserve of three months will be taken for each leased or rented location where a landlord/warehouse waiver satisfactory to the Agent has not been obtained); (x) amounts payable for repair, storage, transportation or construction or other services which may give rise to a possessory or registerable Lien; (xi) claims which suppliers could assert pursuant to Section 81.1 or Section 81.2 of the *Bankruptcy and Insolvency Act* (Canada); (xii) WEPPA Claims; and (xiii) any other Applicable Laws.

“Professional Services Agreement” means that certain Amended and Restated Professional Services Agreement, dated as of March 30, 2016, by and between Kenex Holdings, LLC and the Borrower.

“Statutory Encumbrances” means any Encumbrances arising by operation of Applicable Laws, including without limitation, for carriers, warehousemen, repairers’, taxes, assessments, statutory obligations and government charges and levies for amounts not yet due and payable or which may be past due but which are being contested in good faith by appropriate proceedings (and as to which the Agent has established a reserve as to which there are no other enforcement proceedings being taken and no Liens being registered and they shall have been effectively and immediately stayed).

“US” means the United States of America.

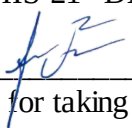
“US Code” means the US Internal Revenue Code of 1986 (as amended, replaced, supplemented or restated).

“WEPPA Claims” means any claims made pursuant to the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s.1, as the same may be amended, restated or replaced from time to time.

Words importing the singular include the plural thereof and vice versa and words importing gender include the masculine, feminine and neuter genders.

TAB F

THIS IS **EXHIBIT "F"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

JOINDER AGREEMENT
(re Pittsburgh Bottom Line, L.L.C.)

THIS JOINDER & AMENDING AGREEMENT (the "**Agreement**"), is dated with effect as of _____, 2017, is made by and among:

BRIDGING FINANCE INC., as agent (the "**Agent**"),

ALLIED TRACK SERVICES INC. (the "**Borrower**"),

2409889 ONTARIO INC. ("**240**"),

SWIFT RAILROAD HOLDINGS U.S. LLC ("**Swift**"), and

PITTSBURG BOTTOM LINE, L.L.C., ("**PBL**", and, together with each of 240 and Swift, the "**Guarantors**"; and each individually, a "**Guarantor**"),

WHEREAS, the Borrower, each Guarantor (other than PBL) and the Agent have entered into an amended and restated letter credit agreement dated with effect as of November 15, 2017 (as amended hereby and as may be further amended, restated, replaced, supplemented or extended from time to time, the "**Credit Agreement**";

AND WHEREAS, the Borrower has requested, and the Agent has agreed, to add PBL as a "*Guarantor*" under the Credit Agreement;

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and the continued extension of credit to the Borrower, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is hereby agreed as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement which are defined in the Credit Agreement shall have the same meanings as defined therein, unless otherwise defined herein.
2. **Joinder and Assumption.** PBL hereby acknowledges that it has each received and reviewed a copy of the Credit Agreement and all of the other Credit Documents, and acknowledges, confirms, covenants and agrees that effective as of the date hereof:
 - (a) by its execution and delivery of this Agreement, it has joined and has become a party to the Credit Agreement and the other Credit Documents and has assumed all obligations of a "*Guarantor*" thereunder jointly and severally with the other Guarantors, as if it were a Guarantor as of the original date of the execution and delivery of the Credit Agreement and each other Credit Document;
 - (b) PBL shall be bound by all representations, warranties, covenants, agreements, indemnities and acknowledgments of a Guarantor in the Credit Agreement and each other Credit Document with the same force and effect as if it were original signatory thereto and was expressly named as Guarantor therein;
 - (c) PBL hereby assumes and agrees to perform all duties and obligations as a Guarantor under the Credit Agreement and the other Credit Documents; and

- (d) each of the undersigned hereby agrees that any and all references to "*Guarantors*" in the Credit Agreement and the other Credit Documents shall refer collectively to the Guarantors including PBL.
3. **Conditions Precedent.** The willingness of the Agent to consent to and enter into this Agreement is subject to the Borrower and the Guarantors complying with the following items, all to be in form and substance satisfactory to the Agent in its sole discretion:
- (i) delivery of this Agreement executed by the Borrower and the Guarantors (including PBL);
 - (ii) delivery of executed copies of guarantees, general security agreements and other Credit Documents reasonably required by the Agent, all in form and substance satisfactory to the Agent;
 - (iii) delivery of the corporate, financial, collateral and other due diligence information regarding PBL as may be reasonably requested by the Agent; and
 - (iv) such other documents as the Agent may reasonably require.
4. **No Other Changes.** Except as explicitly amended by this Agreement, all of the terms and conditions of the Credit Agreement shall remain in full force and effect, unamended hereby and shall apply to any advance or letter of credit made or issued thereunder.
5. **Representations and Warranties.** The Borrower and the Guarantors (including PBL) each hereby represent and warrant to the Agent as follows:
- (i) they each have all requisite power and authority to execute this Agreement and to perform all of its obligations hereunder and under the Credit Documents, and this Agreement has been duly executed and delivered by each of them and constitutes the legal, valid and binding obligation of each of them, enforceable in accordance with its terms;
 - (ii) the execution, delivery and performance by each of them, of this Agreement have been duly authorized by all necessary corporate or similar action and does not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to any of them or the articles of incorporation, by-laws, certificate of formation, operating agreement or other constituent documents of any of them, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which any of them is a party or by which it or its properties may be bound or affected; and
 - (iii) all of the representations and warranties contained in the Credit Agreement and in the other Credit Documents are correct on and as of the

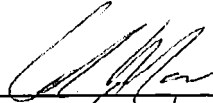
date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

6. **References.** All references in the Credit Agreement to "*this Agreement*" shall be deemed to refer to the Credit Agreement as amended hereby; and any and all references in the other Credit Documents to the Credit Agreement shall be deemed to refer to the Credit Agreement as amended hereby; and any and all references in the Credit Agreement and the other Credit Documents to the "*Credit Documents*" shall be deemed to include this Agreement and the documents contemplated in Section 3(ii) above.
7. **Costs and Expenses.** The Borrower hereby reaffirms its agreement under the Credit Agreement to pay or reimburse the Agent for all costs and expenses incurred in connection with the Credit Agreement or the other Credit Documents, including without limitation, all reasonable fees and disbursements of legal counsel. Without limiting the generality of the foregoing, the Borrower specifically agree to pay all fees and disbursements of counsel to Agent for the services performed by such counsel in connection with the preparation of this Agreement and the documents and instruments incidental hereto.
8. **Governing Law.** This Agreement shall be governed by the internal laws of the Province of Ontario but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the Province of Ontario. The Borrower, each Guarantor (including PBL) and the Agent each irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario sitting in the City of Toronto, and waive any objection based on venue or forum non-conveniens with respect to any action instituted therein arising under this Agreement or any of the Credit Documents or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the Credit Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Agent shall have the right to bring any action or proceeding against any Credit Party or its or their property in the courts of any other jurisdiction which the Agent deems necessary or appropriate in order to realize on any of its collateral or to otherwise enforce its rights against any Credit Party or its or their property).
9. **Miscellaneous.** This Agreement may be executed in any number of counterparts and by facsimile or electronic transmission, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BRIDGING FINANCE INC., as agent

By: 
Name: Cynthia Moore
Title: Portfolio Manager

ALLIED TRACK SERVICES INC.

2409889 ONTARIO INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SWIFT RAILROAD HOLDINGS U.S.
LLC

PITTSBURG BOTTOM LINE, L.L.C.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

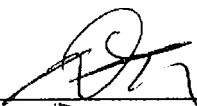
31001133.1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BRIDGING FINANCE INC., as agent

By: _____
Name: _____
Title: _____

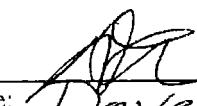
ALLIED TRACK SERVICES INC.

By:  _____
Name: *Dave Malay*
Title: *President & CEO*

2409889 ONTARIO INC.

By:  _____
Name: *Dave Malay*
Title: *President & CEO*

**SWIFT RAILROAD HOLDINGS U.S.
LLC**

By:  _____
Name: *Dave Malay*
Title: *Pres. & CEO*

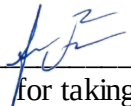
PITTSBURG BOTTOM LINE, L.L.C.

By:  _____
Name: *Dave Malay*
Title: *Pres. & CEO*

31001133.1

TAB G

THIS IS **EXHIBIT "G"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT (as the same may be amended, restated, supplemented or replaced, from time to time, this “**Agreement**”) is dated with effect as of this 8th day of March, 2017 and executed and delivered by **ALLIED TRACK SERVICES INC.** (the “**Debtor**”) to and in favour of **BRIDGING FINANCING INC.** as agent (the “**Agent**”) for the lenders from time to time under the Loan Agreement (as defined below) (collectively, the “**Lenders**”).

RECITALS:

- A. The Debtor is or is about to become indebted to the Agent and the Lenders pursuant to a letter credit agreement among, *inter alios*, the Debtor and the Agent dated with effect as of the date hereof (as further amended, supplemented, replaced or restated from time to time, the “**Loan Agreement**”); and
- B. As security for the obligations of the Debtor under the Loan Agreement, the Agent has required the Debtor to grant to the Agent and to create a security interest in all personal property of the Debtor, as hereinafter provided as security for the payment and performance of the obligations and liabilities of the Debtor to the Agent and the Lenders.

NOW THEREFORE, in consideration of the extension of credit by the Agent and the Lenders to the Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor covenants and agrees to and in favour of the Agent and the Lenders as follows:

ARTICLE 1 - DEFINITIONS; INTERPRETATION

1.1 Defined Terms

Except as otherwise expressly provided herein, capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to such terms in the Loan Agreement. In this Agreement, unless the context expressly or by necessary implication otherwise requires, the following terms shall have the meanings set forth below:

“**Event of Default**” shall mean: (a) the occurrence of any Event of Default (as such term is defined in the Loan Agreement); or (b) the issuance of a demand for repayment by the Agent.

“**Person**” means a “person” as defined in the Loan Agreement.

1.2 Terms Defined in Ontario *Personal Property Security Act*

Where applicable and except as defined herein, terms used herein shall have the meanings assigned to them in the *Personal Property Security Act* as the same may, from time to time, be in effect in the Province of Ontario (the “**PPSA**”). Such terms include: “accounts”, “chattel paper”, “documents of title”, “equipment”, “intangibles”,

“instruments”, “inventory”, “investment property”, “money”, “proceeds” and “security”.

1.3 Agent as agent of the Lenders

The Debtor acknowledges and agrees that the Agent is taking the security interest granted hereunder on behalf of itself and the Lenders and that this Agreement secures all of the Secured Obligations owing to the Agent and each of the Lenders.

ARTICLE 2 - GRANT OF SECURITY INTEREST; COLLATERAL

2.1 Grant of Security Interest

As security for the payment and performance of the Secured Obligations (as defined in Section 3), the Debtor hereby grants to the Agent, for and on behalf of itself and the Lenders, a security interest in, to and under all of its personal property, wherever located and whether now existing or hereafter acquired or arising, including, without limitation, the following property (collectively and severally, the “**Collateral**”):

- (a) all present and future investment property held by the Debtor, including securities, security entitlements, securities accounts, future contracts, future accounts, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or interest of the Debtor in property or in an enterprise or which constitute evidence of an obligation of the issuer; and all substitutions therefore, and subject to Section 6.3, dividends and income derived therefrom, all of which are herein called the “**Pledged Collateral**”;
- (b) all accounts and book debts of the Debtor, chattel paper, documents of title, instruments, and intangibles of the Debtor, including all debts, dues, claims choses in action and demands of every nature and kind, howsoever arising or secured, including letters of credit, guarantees and advices of credit that are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all supporting obligations of any or all of the forgoing (“**Accounts**”);
- (c) all inventory of the Debtor, including all merchandise, goods and other personal property that are held for sale or lease or that have been leased by the Debtor or that are to be furnished under a contract of service, all raw materials, work in process, materials used or consumed in the Debtor’s business and finished goods, all goods in which the Debtor has an interest in mass or a joint or other interest or gifts of any kind (including goods in which the Debtor has an interest or right as consignee), and all goods which are returned to or repossessed by the Debtor, together with all additions and accessions thereto and replacements therefor and products thereof and documents therefor (“**Inventory**”);

- (d) all equipment of the Debtor and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor, including, all machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings, vehicles and fixtures ("**Equipment**");
- (e) all Intellectual Property Collateral (as defined in Section 7.3);
- (f) all money maintained in a deposit or other account in the Debtor's name with any financial institution, and all certificates, instruments and other writings, if any, from time to time representing, evidencing or deposited into such accounts, and all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;
- (g) all now existing and hereafter arising contracts and agreements to which the Debtor is party (each, an "**Assigned Agreement**"), including, without limitation, all rights of the Debtor to receive moneys due and to become due under or pursuant to the Assigned Agreements, all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, all claims of the Debtor for damages arising out of or for breach of or default under the Assigned Agreements, and all rights of the Debtor to terminate, amend, supplement or modify the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder; *provided, however*, that with respect to any such contract or agreement where the grant of a security interest in the Debtor's right, title and interest therein is prohibited by the terms thereof, or would give any other party the right to terminate its obligations thereunder, or is not permitted because any necessary consent to such grant has not been obtained, the Collateral shall include only the rights of the Debtor to receive moneys due and to become due, if any, under or pursuant to such contract or agreement;
- (h) all books, records, writings, databases, information and other property relating to, used or useful in connection with, embodying, incorporating or referring to, any of the foregoing Collateral;
- (i) all cash and cash equivalents held by the Debtor not otherwise included in the foregoing Collateral; and
- (j) all products and proceeds of the foregoing Collateral (with the term "**proceeds**" having the meaning provided in the PPSA and also including any voluntary or involuntary disposition, and all rights to payment, including return premiums, with respect to any insurance).

2.2 Excluded Collateral

Notwithstanding Section 2.1, the Collateral shall not include: (a) any property held in trust by the Debtor and lawfully belonging to others, (b) the last day of the term of any lease of real property, provided that the Debtor shall stand possessed of such last day and

shall assign and transfer such interest as instructed by the Agent; (c) the interests described in the proviso to Section 2.1(g); or with respect to Section 2.1(c), any consumer goods used as such by the Debtor.

2.3 Debtor Remains Liable

Anything herein to the contrary notwithstanding, (a) the Debtor shall remain liable under all Assigned Agreements, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under such Assigned Agreements, and (c) the Agent and the Lenders shall not have any obligation or liability under any Assigned Agreements by reason of this Agreement, nor shall the Agent or the Lenders be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

2.4 Continuing Security Interest

The Debtor agrees that this Agreement shall create a general collateral continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 10.14.

2.5 Attachment

The Debtor and the Agent intend that the security interest created hereby attaches to existing Collateral upon the execution of this Agreement and that the security interest will attach to Collateral acquired after the date of execution of this Agreement at the time that the Debtor acquires rights in that Collateral. The Debtor and the Agent agree that value has been given. The Debtor represents and warrants that it has rights in the existing Collateral.

ARTICLE 3 - SECURED OBLIGATIONS

3.1 Secured Obligations

The obligations secured by this Agreement shall consist of all indebtedness, obligations and liabilities of the Debtor to the Agent and the Lenders, including, without limitation, those arising under, in connection with, and relating to the Credit Documents, whether now existing or hereafter arising, as principal or surety, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred, together with all expenses (including reasonable legal fees on a solicitor and client basis) incurred by the Agent and the Lenders, any receiver, receiver-manager or agent in the preparation, perfection and enforcement of security and other agreements held by the Agent and the Lenders in respect of such obligations and liabilities and interest thereon (all of which obligations, liabilities, expenses and interest are referred to collectively as the "Secured Obligations").

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

In addition to all representations and warranties of the Debtor set forth in the Credit Documents, which are incorporated herein by this reference, the Debtor hereby represents and warrants that:

4.1 Sole Owner

The Debtor is the sole owner of and has good and marketable title to the Collateral (or will be the sole owner of and will have good and marketable title to, in the case of after-acquired Collateral).

4.2 No Adverse Claim

No Person has (or, in the case of after-acquired Collateral, at the time the Debtor acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other Encumbrance, adverse rights or claims or other encumbrances) in, against or to the Collateral other than Permitted Encumbrances.

4.3 Full Disclosure

All information herein supplied to the Agent by or on behalf of the Debtor with respect to the Collateral is accurate and complete in all material respects as of the date hereof.

4.4 Delivery of Collateral

The Debtor has delivered to the Agent all instruments and chattel paper and other items of Collateral in which a security interest is or may be perfected by possession, together with such additional writings, including assignments, with respect thereto as the Agent shall request.

4.5 Intellectual Property

All of the patents, trade-marks, and copyrights of the Debtor have been registered or applied to be registered with the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office, as appropriate.

4.6 Chief Executive Office; Trade Names; Collateral Location; Records Location

The Debtor's chief executive office is in the Province of Ontario; the only trade name(s) or style(s) used by the Debtor are listed on **Schedule "A"**; and, the Debtor's records concerning the Collateral are located at its chief executive office. The Debtor has not, except as disclosed on **Schedule "A"** hereto, at any time in the past: (a) been known as or used any other corporate, trade or fictitious name; (b) changed its name; (c) been the surviving or resulting corporation in a merger or consolidation; or (d) acquired through asset purchase or otherwise any business of any Person.

4.7 Enforceability; Priority of Security Interest

- (a) This Agreement creates a security interest which is enforceable against the Collateral in which the Debtor now has rights and will create a security interest which is enforceable against the Collateral in which the Debtor hereafter acquires rights at the time the Debtor acquires any such rights; and (b) other than Permitted Encumbrances, the Agent has a perfected and first priority security interest in the Collateral, in which the Debtor now has rights, and will have a perfected and first priority security interest in the Collateral in which the Debtor hereafter acquires rights at the time the Debtor acquires any such rights, in each case securing the payment and performance of the Secured Obligations.

4.8 Rights to Payment

- (a) The Accounts and any and all of the Debtor's rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under or with respect to its chattel paper, documents of title, intangibles, instruments, proceeds and supporting obligations (collectively, "**Rights to Payment**") represent valid, binding and enforceable obligations of the account debtors or other Persons obligated thereon, representing undisputed, *bona fide* transactions completed in accordance with the terms and provisions contained in any documents related thereto, and are genuine, free from any Lien and not subject to any adverse claims, counterclaims, setoffs, defaults, disputes, defenses, discounts, retainages, holdbacks or conditions precedent of any kind of character, except to the extent reflected by the Debtor's reserves for uncollectible Rights to Payment or to the extent, if any, that such account debtors or other Persons may be entitled to normal and ordinary course trade discounts, returns, adjustments and allowances in accordance with Section 5.13 or as otherwise disclosed to the Agent in writing;
- (b) to the best of the Debtor's knowledge, all account debtors and other obligors on the Rights to Payment are solvent and generally paying their debts as they come due;
- (c) all Rights to Payment comply with all applicable laws concerning form, content and manner of preparation and execution, including where applicable any federal or state consumer credit laws;
- (d) the Debtor has not assigned any of its rights under the Rights to Payment other than Permitted Encumbrances as provided in this Agreement or as set forth in the other Credit Documents;
- (e) all statements made, all unpaid balances and all other information in the Debtor's books and other documentation relating to the Rights to Payment are true and correct and in all respects what they purport to be; and
- (f) the Debtor has no knowledge of any fact or circumstance which would impair the validity or collectibility of any of the Rights to Payment.

4.9 Inventory

No inventory is stored with any bailee, warehouseman or similar Person or on any premises leased to the Debtor, nor has any inventory been consigned to the Debtor or consigned by the Debtor to any Person or is held by the Debtor for any Person under any "bill and hold" or other arrangement, except as disclosed to the Agent in writing.

4.10 Equipment

- (a) none of the Equipment or other Collateral is affixed to real property except Collateral with respect to which the Debtor has supplied the Agent with all information and documentation necessary to make all fixture filings required to perfect and protect the priority of the Agent's security interest in all such Collateral which may be fixtures as against all Persons having an interest in the premises to which such property may be affixed; and
- (b) none of the Equipment is leased from or to any Person, except as otherwise disclosed to the Agent.

4.11 Valid Issuance of Pledged Collateral

All the Pledged Collateral have been, and upon issuance any Pledged Collateral will be, duly and validly issued, and are and will be fully paid and non assessable.

4.12 Capitalization of the Pledged Subsidiary

The Pledged Collateral constitutes 100% of the issued and outstanding shares of capital stock and other ownership interests of the various issuers owned by the Debtor (which, as of the date hereof, constitutes 100% of the issued and outstanding shares of capital stock and other ownership interests of each issuer).

4.13 Options, Warrants, Etc.

Other than pursuant to the Credit Documents, no securities convertible into or exchangeable for any shares of capital stock or other ownership interests of any issuer, or any options, warrants or other commitments entitling any Person to purchase or otherwise acquire any shares of capital stock or other ownership interests of any issuer, are issued and outstanding.

4.14 Transfer Restrictions

Subject to Permitted Encumbrances, there are no restrictions on the transferability of the Pledged Collateral to the Agent or with respect to the foreclosure, transfer or disposition thereof by the Agent.

4.15 Shareholders Agreements

Subject to Permitted Encumbrances, there are no shareholders, partners or members agreements, voting trusts, proxy agreements or other agreements or understandings which affect or relate to the voting or giving of written consents with respect to any of the Pledged Collateral.

4.16 Pledged Collateral

The Debtor is not in default in the payment of any portion of any mandatory capital contribution, if any, required to be made under any agreement to which the Debtor is a party relating to the Pledged Collateral pledged by it, and the Debtor is not in violation of any other provisions of any such agreement to which the Debtor is a party, or otherwise in default or violation thereunder. No Pledged Collateral pledged by the Debtor is subject to any defense, offset or counterclaim, nor have any of the foregoing been asserted or alleged against the Debtor by any Person with respect thereto, and as of the date hereof, there are no certificates, instruments, documents or other writings (other than the organizational documents and certificates, if any, delivered to the Agent) which evidence any Pledged Collateral of the Debtor.

4.17 No Violation of Securities Laws

None of the shares in the capital of the Debtor or the Pledged Collateral has been issued, converted or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which they may be subject.

4.18 Control Agreements

No control agreements exist with respect to any Collateral other than any control agreements in favour of the Agent.

4.19 Leases

The Debtor is not and will not become a lessee under any real property lease or enter into any customer agreement or other agreement governing the location of Collateral at the premises of another Person pursuant to which the lessor or such other Person may obtain any rights in any of the Collateral, and no such lease or other such agreement now prohibits, restrains, impairs or will prohibit, restrain or impair such Debtor's right to remove any Collateral from the premises at which such Collateral is situated, except for the usual and customary restrictions contained in such leases of real property.

ARTICLE 5 - COVENANTS AND AGREEMENTS

In addition to all covenants and agreements of the Debtor set forth in the Credit Documents, which are incorporated herein by this reference, the Debtor hereby agrees, at no cost or expense to the Agent and the Lenders:

5.1 Preservation of Security Interest

To do all acts (other than acts which are required to be done by the Agent) that may be necessary to maintain, preserve and protect the Collateral and the first (subject to Permitted Encumbrances) priority, perfected security interest of the Agent therein.

5.2 Actions and Proceedings

To appear in and defend any action or proceeding which may affect its title to or the Agent's interest in the Collateral.

5.3 Use of Collateral

Not to use any Collateral, or permit any Collateral to be used, unlawfully or in violation of any provision of this Agreement, any other agreement with the Agent related hereto, or any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Debtor or affecting any of the Collateral or any contractual obligation affecting any of the Collateral.

5.4 Shareholders Agreements

Except for the shareholders agreement existing as of the date hereof and disclosed to the Agent in writing, the Debtor has not entered and will not enter into any shareholders, partners or members agreement, voting trust, proxy agreement or other agreement or understanding which affects or relates to the voting or giving of written consents with respect to any of the shares in the capital of the Debtor or the Pledged Collateral without the prior written consent of the Agent.

5.5 Issuance of Additional Shares

The Debtor will not consent to or approve, or allow any subsidiary to consent to or approve, of the issuance to any person or entity of any additional shares of any class of capital stock or other ownership interests of the Debtor or any of its subsidiaries, or of any securities convertible into or exchangeable for any such shares or other ownership interests, or any warrants, options or other rights to purchase or otherwise acquire any such shares or other ownership interests, except as approved in writing by the Agent.

5.6 Transfer of Collateral; Liens

Not to surrender or lose possession of (other than to the Agent), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein except as expressly provided herein and in the Credit Documents, and to keep the Collateral free of all Liens except Permitted Encumbrances and as expressly permitted by the Credit Documents or otherwise approved in writing by the Agent; *provided, however*, that, unless an Event of Default shall have occurred under any of the Credit Documents, the Debtor may, in the ordinary course of business, sell or lease (provided it registers and perfects any primary lease or conditional sale agreement in accordance with applicable law) any Collateral consisting of inventory.

5.7 Delivery of Collateral

To account fully for and promptly deliver to the Agent, in the form received, all documents, chattel paper, all certificated securities with respect to investment property, instruments and agreements constituting Collateral hereunder, and all proceeds of the Collateral received, all endorsed to the Agent or in blank, as requested by the Agent, and accompanied by such stock powers as appropriate and until so delivered all such documents, instruments, agreements and proceeds shall be held by the Debtor in trust for the Agent, separate from all other property of the Debtor.

5.8 Records

To keep separate, accurate and complete records of the Collateral and to provide the Agent with such records and such other reports and information relating to the Collateral as the Agent may reasonably request from time to time. To keep the records concerning the Collateral at the location(s) referred to in Section 4.6 and not to remove such records from such location(s) without the prior written consent of the Agent.

5.9 Chief Executive Office; Names

To give the Agent thirty (30) days' prior written notice of any change in the Debtor's chief executive office or legal name or trade name(s) or style(s).

5.10 Location of Collateral

To keep the Collateral at its current location(s) and not to remove the Collateral from such locations (other than disposals of Collateral expressly permitted by the Credit Documents).

5.11 Maintenance of Collateral

To keep the Collateral in good condition and repair (normal wear and tear excepted) and not to cause or permit any waste or unusual or unreasonable depreciation of the Collateral.

5.12 Leased Premises

At the Agent's request, to use commercially reasonable efforts to obtain from each Person from whom the Debtor leases any premises or supplies any customer at which any Collateral is at any time present such collateral access, subordination, waiver, consent and estoppel agreements as the Agent may require, in form and substance satisfactory to the Agent.

5.13 Rights to Payment

To:

- (a) with such frequency as the Agent may reasonably require, furnish to the Agent full and complete reports, in form and substance satisfactory to the Agent, with respect to the Accounts, including information as to concentration, aging, identity of account debtors, letters of credit securing Accounts, disputed Accounts and other matters, as the Agent shall request;
- (b) give only normal discounts, allowances and credits as to Accounts and other Rights to Payment, in the ordinary course of business, according to normal trade practices utilized by the Debtor in the past, and enforce all Accounts and other Rights to Payment strictly in accordance with their terms, and take all such action to such end as may from time to time be reasonably requested by the Agent, except that the Debtor may grant any extension of the time for payment or enter into any agreement to make a rebate or otherwise to reduce the amount owing on or with respect to, or compromise or settle for less than the full amount thereof, any Account or other Right to Payment, in the ordinary course of business, according to normal trade practices utilized by the Debtor in the past;
- (c) if any discount, allowance, credit, extension of time for payment, agreement to make a rebate or otherwise to reduce the amount owing on, or compromise or settle, an Account or other Right to Payment exists or occurs, or if, to the knowledge of the Debtor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to an Account or other Right to Payment, disclose such fact fully to the Agent in the books relating to such Account or other Right to Payment and in connection with any invoice or report furnished by the Debtor to the Agent relating to such Account or other Right to Payment;
- (d) if any Accounts arise from contracts with the United States or any department, agency or instrumentality thereof, or the government of Canada, immediately notify the Agent thereof and execute any documents and instruments and take any other steps requested by the Agent in order that all monies due and to become due thereunder shall be assigned to the Agent and notice thereof given to the appropriate authorities under the *Federal Assignment of Claims Act* of the United States of America or the *Financial Administration Act* of Canada;
- (e) in accordance with its sound business judgment, perform and comply in all material respects with its obligations in respect of the Accounts and other Rights to Payment;
- (f) upon the request of the Agent (i) at any time, notify all or any designated portion of the account debtors and other obligors on the Rights to Payment of the security interest hereunder, and (ii) upon the occurrence of an Event of Default, notify the account debtors and other obligors on the Rights to Payment or any designated

portion thereof that payment shall be made directly to the Agent or to such other Person or location as the Agent shall specify; and

- (g) upon the occurrence of any Event of Default, establish such lockbox or similar arrangements for the payment of the Accounts and other Rights to Payment as the Agent shall require.

5.14 Inventory

To:

- (a) at such times as the Agent shall request or as may be required under the Credit Documents, prepare and deliver to the Agent a report of all Inventory, in form and substance satisfactory to the Agent;
- (b) upon the request of the Agent, take a physical listing of the Inventory and promptly deliver a copy of such physical listing to the Agent; and
- (c) not store any Inventory with a bailee, warehouseman or similar Person or on premises leased to the Debtor, nor dispose of any Inventory on a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment or similar basis, nor acquire any Inventory from any Person on any such basis, without in each case giving the Agent prior written notice thereof.

5.15 License Agreement and Other Assigned Agreements

To:

- (a) deliver to the Agent, promptly upon request therefrom (i) copies of the Assigned Agreements and (ii) all material notices, requests and other documents received by the Agent in respect of the Assigned Agreements; *provided, however*, that the Debtor shall deliver to the Agent copies of all material notices, requests and other documents received by the Debtor in respect of the Assigned Agreements promptly upon receipt thereof and without the need for a specific request therefor from the Agent;
- (b) perform and observe, in all material respects, all terms and provisions of the Assigned Agreements to be performed or observed by it and enforce the Assigned Agreements in accordance with their terms; and
- (c) without the prior written consent of the Agent, not take any action to amend or terminate, or waive compliance with any of the terms of the Assigned Agreements.

ARTICLE 6 - AUTHORIZED ACTION BY THE LENDER; RIGHTS TO PAYMENT

6.1 Authorized Action by the Agent

The Debtor hereby agrees that following the occurrence of an Event of Default, without presentment, notice or demand, and without affecting or impairing in any way the rights of the Agent with respect to the Collateral, the obligations of the Debtor hereunder or the Secured Obligations, the Agent may, but shall not be obligated to and shall incur no liability to the Debtor or any third party for failure to, take any action that the Debtor is obligated by this Agreement to do and to exercise such rights and powers as the Debtor might exercise with respect to the Collateral, and the Debtor hereby irrevocably appoints the Agent as its attorney-in-fact to exercise such rights and powers, including, without limitation, the power and authority to:

- (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral;
- (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral;
- (c) insure, process and preserve the Collateral;
- (d) transfer the Collateral to its own or its nominee's name;
- (e) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; and
- (f) notify any obligor on any Collateral to make payment directly to the Agent.

The foregoing power of attorney is coupled with an interest and irrevocable so long as the Agent has any obligation to make any credit facility available or the Secured Obligations have not been indefeasibly paid and performed in full. The Debtor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 6.1. The Debtor agrees to reimburse the Agent upon demand for any costs and expenses, including reasonable legal fees, the Agent may incur while acting as the Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the Secured Obligations.

6.2 Collection of Rights to Payment

Until the Agent exercises its rights hereunder to collect Rights to Payment, the Debtor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the Rights to Payment. At the request of the Agent, upon and after the occurrence of any Event of Default, all remittances received by the Debtor shall be and shall be deemed to be held separate and apart and in trust exclusively for the Agent

and, in accordance with the Agent's instructions, remitted to the Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

6.3 Investment Property and Instruments

Upon and after the occurrence of any Event of Default, the Agent shall be entitled to receive all distributions and payments of any nature with respect to any investment property or instruments, and all such distributions or payments received by the Debtor shall be and shall be deemed to be held separate and apart and in trust exclusively for the Agent and, in accordance with the Agent's instructions, remitted to the Agent in the form received (with any necessary endorsements or instruments of assignment or transfer). Following the occurrence of an Event of Default any such distributions and payments with respect to any investment property held in any securities account shall be held and retained in such securities account, in each case as part of the Collateral hereunder. Additionally, the Agent shall have the right, upon the occurrence of an Event of Default, following prior written notice to the Debtor, to vote and to give consents, ratifications and waivers with respect to any investment property and instruments of the Debtor, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if the Agent were the absolute owner thereof; *provided* that the Agent shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to the Debtor or any other Person for any failure to do so or delay in doing so.

ARTICLE 7 - ADDITIONAL PROVISIONS REGARDING INTELLECTUAL PROPERTY

7.1 Additional Representations and Warranties

The Debtor represents and warrants to the Agent and the Lenders as follows:

- (a) Except as disclosed to the Agent in the Credit Documents, the Debtor (directly or through any subsidiary) does not own, possess or use under any licensing arrangement any patents, copyrights, trade-marks, service marks or trade names, nor is there currently pending before any governmental authority any application for registration of any patent, copyright, trade-mark, service mark or trade name;
- (b) all patents, copyrights, trade-marks, service marks and trade names are subsisting and have not been adjudged invalid or unenforceable in whole or in part;
- (c) all maintenance fees required to be paid on account of any patents have been timely paid for maintaining such patents in force, and, to the best of the Debtor's knowledge, each of the patents is valid and enforceable and the Debtor has notified the Agent in writing of all prior disputes, sales and licenses (including public uses and sales) of which it is aware;
- (d) to the best of the Debtor's knowledge after due inquiry, no material infringement or unauthorized use presently is being made of any Intellectual Property Collateral by any Person;

- (e) the Debtor is the sole and exclusive owner of the Intellectual Property Collateral and the past, present and contemplated future use of such Intellectual Property Collateral by the Debtor has not, does not and will not infringe or violate any right, privilege or license agreement of or with any other Person; and
- (f) the Debtor owns, has material rights under, is a party to, or an assignee of a party to all material licenses, patents, patent applications, copyrights, service marks, trade-marks, trade-mark applications, trade names and all other Intellectual Property Collateral necessary to continue to conduct its business as heretofore conducted.

7.2 Additional Covenants

The Debtor will:

- (a) not allow or suffer any Intellectual Property Collateral to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public, except as shall be reasonable and appropriate in accordance with prudent business practice;
- (b) promptly give the Agent notice of any rights the Debtor may obtain to any new patentable inventions, copyrightable works or other new Intellectual Property Collateral, prior to the filing of any application for registration thereof;
- (c) without limiting the generality of clause (b), not register with the U.S. Copyright Office or the Canadian Intellectual Property Office any unregistered copyrights (whether in existence on the date hereof or thereafter acquired, arising, or developed) unless the Debtor provides the Agent with written notice of its intent to register such copyrights not less than thirty (30) days prior to the date of the proposed registration; and
- (d) diligently prosecute all applications for patents, copyrights and trade-marks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance with prudent business practice, and promptly and timely pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property Collateral.

7.3 Additional Definition

As used in this Agreement, “**Intellectual Property Collateral**” means the following properties and assets owned or held by the Debtor or in which the Debtor otherwise has any interest, now existing or hereafter acquired or arising:

- (a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising

therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

- (b) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;
- (c) all state and provincial (including common law), federal and foreign trade-marks, service marks and trade names, and applications for registration of such trade-marks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (d) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs;
- (e) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the aforementioned properties and assets; and
- (f) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

ARTICLE 8 - REMEDIES; NOTICE OF SALE; RECEIVERS

8.1 Remedies

Upon the occurrence of an Event of Default, the Agent may at its option, without notice to or demand on the Debtor and in addition to all rights and remedies available to the Agent with respect to the Secured Obligations, at law, in equity or otherwise, do any one or more of the following:

- (a) foreclose or otherwise enforce the Agent's security interest in any manner permitted by law or provided for in this Agreement;
- (b) sell, lease or otherwise dispose of any Collateral at one or more public or private sales at the Agent's place of business or any other place or places, including any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as the Agent may determine;
- (c) use or transfer the Debtor's rights and interests in any Intellectual Property Collateral by license, by sublicense (to the extent permitted by an applicable license), assignment or otherwise, on such conditions and in such manner as the Agent may determine;
- (d) recover from the Debtor all costs and expenses, including reasonable legal fees and disbursements, incurred or paid by the Agent in exercising any right, power or remedy provided by this Agreement;
- (e) require the Debtor to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent;
- (f) enter onto property where any Collateral is located and take possession thereof with or without judicial process; and
- (g) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Agent deems appropriate and in connection with such preparation and disposition, without charge, use any trade-mark, tradename, copyright, patent or technical process used by the Debtor.

8.2 Notice of Sale

The Debtor shall be given five (5) Business Days prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral is to be made, which notice the Debtor hereby agrees shall be deemed reasonable notice thereof. Upon any sale or other disposition pursuant to this Agreement, the Agent shall have the right to deliver, assign and transfer to the purchaser thereof, the Collateral or portion thereof so sold or disposed of. The Agent shall have the right upon any public sale, and, to the extent permitted by law, upon any private sale, to purchase the whole or any part of the Collateral so sold. Each purchaser at any such sale or other disposition (including the Agent) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of the Debtor and the Debtor specifically waives (to the extent permitted by applicable law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

8.3 License

For the purpose of enabling the Agent to exercise its rights and remedies under Section 8.1 or otherwise in connection with this Agreement, the Debtor hereby grants to the Agent an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to the Debtor) or (to the extent permitted by the applicable license) sublicense to use, license or sublicense any Intellectual Property Collateral, subject with respect to trade-marks to reasonable and appropriate quality control provisions.

8.4 Appointment of Receiver

The Agent may, in addition to any other rights it may have, appoint by instrument in writing a receiver, monitor, consultant, liquidator or receiver and manager (all of which are herein called a “**Receiver**”) of all or any part of the Collateral or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Agent has under this Agreement, at law or in equity. In exercising any such powers, any such Receiver shall, to the extent permitted by applicable law, act as and for all purposes be deemed to be the agent of the Debtor, and the Agent shall not be responsible for any act or default of any such Receiver. The Agent may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Agent. A court need not appoint, ratify the appointment by the Agent of or otherwise supervise in any manner the actions of any Receiver. Upon the Debtor receiving notice from the Agent of the taking of possession of the Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of the Debtor and, to the extent permitted by applicable law, its directors and officers with respect to the Collateral shall cease, unless specifically continued by the written consent of the Agent.

8.5 Carrying on Business

The Agent may carry on, or concur in the carrying on of, all or any part of the business or undertaking of the Debtor, may, subject to the rights and liens of third parties but to the exclusion of the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertakings of or occupied or used by the Debtor and may use all or any of the tools, machinery, equipment and intangibles of the Debtor for such time as the Agent sees fit, free of charge, to carry on the business of the Debtor and, if applicable, to manufacture or complete the manufacture of any Inventory and to pack and ship the finished product.

8.6 Dealing with Collateral

The Agent may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable, all without notice to

the Debtor except as otherwise required by any applicable law. The Agent may demand, sue for and receive any Accounts with or without notice to the Debtor, give such receipts, discharges and extensions of time and make such compromises in respect of any Accounts which may, in the Agent's absolute discretion, seem bad or doubtful. The Agent may charge on its own behalf and pay to others, sums for costs and expenses incurred including, without limitation, legal fees and expenses on a solicitor and his own client scale and Receivers' and accounting fees, in or in connection with seizing, collecting, realizing, disposing, enforcing or otherwise dealing with the Collateral and in connection with the protection and enforcement of the rights of the Agent hereunder including, without limitation, in connection with advice with respect to any of the foregoing. The amount of such sums shall be deemed advanced to the Debtor by the Agent, shall become part of the Secured Obligations, shall bear interest at the highest rate per annum charged by the Agent on the Secured Obligations or any part thereof and shall be secured by this Agreement.

8.7 Right to Use

The Debtor hereby grants to the Agent a license or other right to use, without charge, all of the Debtor's present and future property, whether real or personal, including, without limitation, labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trade-marks, services marks, and advertising matter, or any other property of any nature or of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling of any Collateral and the Debtor's rights under all licenses and all franchise agreements shall inure to the Agent.

8.8 Retention of Collateral

Upon notice to the Debtor and subject to any obligation to dispose of any of the Collateral, as provided in the PPSA, the Agent may elect to retain all or any part of the Collateral in satisfaction of the Secured Obligations or any of them.

8.9 Pay Liens

The Agent may pay any Liens that may exist or be threatened against the Collateral. In addition, the Agent may borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business or undertaking of the Debtor and may grant further security interests in the Collateral in priority to the security interest created hereby as security for the money so borrowed. In every such case the amounts so paid or borrowed together with costs, charges and expenses incurred in connection therewith shall be deemed to have been advanced to the Debtor by the Agent, shall become part of the Secured Obligations, shall bear interest at the highest rate per annum charged by the Agent on the Secured Obligations or any part thereof and shall be secured by this Agreement.

8.10 Application of Payments

Any and all payments made in respect of the Secured Obligations from time to time and moneys realized on the Collateral may be applied to such part or parts of the Secured

Obligations as the Agent may see fit. The Agent shall, at all times and from time to time, have the right to change any appropriation as it may see fit. Any insurance moneys received by the Agent pursuant to this Agreement may, at the option of the Agent, be applied against the Secured Obligations as the Agent thinks fit.

8.11 Set-off

The Secured Obligations will be paid by the Debtor without regard to any equities between the Debtor and the Agent or the Lenders or any right of set-off or cross-claim. If an Event of Default exists, any indebtedness owing by the Agent to the Debtor may be set-off and applied by the Agent and the Lenders against the Secured Obligations either before or after maturity, without demand upon or notice to anyone and regardless of the currency in which the indebtedness is denominated.

8.12 Deficiency

If the proceeds of the realization of the Collateral are insufficient to repay to the Agent and the Lenders all amounts owing to them, the Debtor shall forthwith pay such deficiency or cause such deficiency to be paid to the Agent.

8.13 Agent Not Liable

The Agent and the Lenders shall not be liable or accountable for any failure to seize, collect, realize, dispose of, enforce or otherwise deal with the Collateral, shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Agent, the Debtor or any other person, firm or corporation in respect of the Collateral and shall not be liable or responsible for any loss, cost or damage whatsoever which may arise in respect of any such failure including, without limitation, resulting from the negligence of the Agent, each of the Lenders or any of their respective officers, servants, agents, solicitors, attorneys, Receivers or otherwise unless arising from gross negligence or wilful misconduct. Neither the Agent, each of the Lenders, nor their respective officers, servants, agents, or Receivers shall be liable by reason of any entry into possession of the Collateral or any part thereof, to account as a mortgagee in possession, for anything except actual receipts, for any loss on realization, for any act or omission for which a mortgagee in possession might be liable, for any negligence in the carrying on or occupation of the business or undertaking of the Debtor or for any loss, cost, damage or expense whatsoever which may arise in respect of any such actions, omissions or negligence unless arising from gross negligence or wilful misconduct.

8.14 Extensions of Time

The Agent may grant renewals, extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, perfect or fail to perfect any securities, release any part of the Collateral to third parties and otherwise deal or fail to deal with the Debtor, subsidiaries of the Debtor, guarantors, sureties and others and with the Collateral and other securities as the Agent may see fit, all without prejudice to the liability of the Debtor to the Agent or the Agent's rights and powers under this Security Agreement.

8.15 Rights in Addition

The rights and powers conferred by this Section are in supplement of and in addition to and not in substitution for any other rights or powers the Agent may have from time to time under this Agreement or under applicable law. The Agent may proceed by way of any action, suit, remedy or other proceeding at law or in equity and no such remedy for the enforcement of the rights of the Agent shall be exclusive of or dependent on any other such remedy. Any one or more of such remedies may from time to time be exercised separately or in combination.

ARTICLE 9 - PERFECTION AND PRIORITY

9.1 Financing Statements, Etc.

The Debtor hereby authorizes the Agent to file at any time and from time to time any financing statements describing the Collateral, and the Debtor shall execute and deliver to the Agent, and the Debtor hereby authorizes the Agent to file (with or without the Debtor's signature), at any time and from time to time, all amendments to financing statements, continuation financing statements, termination statements, security agreements relating to the Intellectual Property Collateral, assignments, fixture filings, affidavits, reports, notices and all other documents and instruments, in form satisfactory to the Agent, as the Agent may request, to perfect and continue perfected, maintain the priority of or provide notice of the Agent's security interest in the Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, the Debtor ratifies and authorizes the filing by the Agent of any financing statements filed prior to the date hereof.

9.2 Bailees

Any Person (other than the Agent) at any time and from time to time holding all or any portion of the Collateral shall be deemed to, and shall, hold the Collateral as the agent of, and as pledge holder for, the Agent. At any time and from time to time, the Agent may give notice to any such Person holding all or any portion of the Collateral that such Person is holding the Collateral as the agent and bailee of, and as pledge holder for, the Agent, and obtain such Person's written acknowledgment thereof. Without limiting the generality of the foregoing, the Debtor will join with the Agent in notifying any Person who has possession of any Collateral of the Agent's security interest therein and obtaining an acknowledgment from such Person that it is holding the Collateral for the benefit of the Agent.

9.3 Control

If any of the Collateral consists of Investment Property, (a) the Debtor authorizes the Agent to transfer such Collateral or any part thereof into its own name or that of its nominee so that the Agent or its nominee may appear of record as the sole owner thereof; provided, that until the security hereby constituted becomes enforceable, the Agent shall deliver promptly to the Debtor all notices, statements or other communications received by it or its nominee as such registered owner, and upon demand and receipt of payment

of necessary expenses thereof, shall give to the Debtor or its designee a proxy or proxies to vote and take all action with respect to such property; provided further that after the security hereby constituted becomes enforceable, the Debtor waives all rights to be advised of or to receive any notices, statements or communications received by the Agent or its nominee as such record owner, and agrees that no proxy or proxies given by the Agent to the Debtor or its designee as aforesaid shall thereafter be effective; and (b) the Debtor further agrees to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give the Agent "control" of such Investment Property, as defined in any applicable statute similar in application to the *Securities Transfer Act* (Ontario), which "control" shall be in such manner as the Agent shall designate in its sole judgement and discretion, including, without limitation, an agreement by an issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by the Agent, whether before or after security hereby constituted becomes enforceable, without further consent by the Debtor.

ARTICLE 10 - MISCELLANEOUS

10.1 Amendments and Waivers

Except to the extent otherwise provided herein or in any other Credit Document, (a) no amendment to any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Debtor and the Agent and (b) no waiver of any provision of this Agreement, or consent to any departure by the Debtor or other party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent. Any such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10.2 Notices

All notices required or permitted under this Agreement shall be given in the manner and to the addresses specified in the Loan Agreement.

10.3 No Waiver; Cumulative Remedies

No failure on the part of the Agent to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent.

10.4 Binding Effect

This Agreement shall be binding upon the Debtor and its successors and assigns, including any successor by reason of amalgamation, and inure to the benefit of and be

enforceable by the Agent and its successors, endorsees, transferees, participants and assigns.

10.5 Assignment

The Debtor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Agent, and any attempted assignment in violation of this provision shall be null and void. The Agent may assign this Agreement in whole or in part to any Person acquiring an interest in the Secured Obligations in accordance with the provisions of the Loan Agreement.

10.6 Costs and Expenses

The Debtor agrees to pay on demand all reasonable costs and expenses of the Agent, any Receiver, or the agents of the Agent or any Receiver, and reasonable legal fees and disbursements in connection with the perfection, enforcement, or preservation of any rights under, this Agreement and the other Credit Documents.

10.7 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation, it shall be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement.

10.8 Governing Law

This Agreement is to be exclusively construed in accordance with and governed by the internal laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law rule or principle that would cause the application of the laws of any jurisdiction other than the internal laws of the Province of Ontario and the federal laws of Canada applicable therein to the rights and duties of the Debtor and the Agent.

10.9 Submission to Jurisdiction

The Debtor hereby (a) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto for the purpose of any action or proceeding arising out of or relating to this Agreement and the other Credit Documents, (b) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (c) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum and (d) agrees that a final judgment in any such action or proceeding shall be

conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

10.10 Judgment Currency

If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with practices of the Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Debtor in respect of any such sum due from it to the Agent hereunder or under the other Credit Documents shall, notwithstanding any judgment in a currency (the “**Judgment Currency**”) other than that in which such sum is denominated in accordance with the applicable provisions of the Credit Documents or other relevant document (the “**Agreement Currency**”), be discharged only to the extent that on the Business Day following receipt by the Agent of any sum adjudged to be so due in the Judgment Currency, the Agent may in accordance with normal practices purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Agent from the Debtor in the Agreement Currency, the Debtor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Agent against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Agent in such currency, the Agent agrees to return the amount of any excess to the Debtor (or to any other Person who may be entitled thereto under applicable law). The agreements in this Section 10.10 shall survive the repayment of all Secured Obligations.

10.11 Entire Agreement

This Agreement and the other Credit Documents constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and supersede any prior agreements, commitments, drafts, communications, discussions and understandings, oral or written, with respect thereto.

10.12 Counterparts

This Agreement may be executed in several counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or emailed PDF and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

10.13 Termination

Upon indefeasible payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and the Agent shall execute and deliver to the Debtor, at the Debtor's sole cost and expense, such documents and

instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all security interests given by the Debtor to the Agent hereunder.

10.14 Indemnity

The Debtor hereby agrees to indemnify the Agent and each of the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all reasonable expenses of litigation or preparation therefor whether or not the Agent is a party thereto) imposed on, incurred by or asserted against the Agent, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the Debtor, and any claim for patent, trademark or copyright infringement), except for the gross negligence or wilful misconduct of the Agent.

10.15 Acknowledgement of Receipt

The Debtor acknowledges receipt of a fully executed copy of this Agreement and, hereby 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.

[Signature page follows]

IN WITNESS WHEREOF the undersigned has executed and delivered this Agreement under seal with effect as of the date first written above.

ALLIED TRACK SERVICES INC.

By: 

Name: *MICHAEL WREN*

Authorized Signing Officer

SCHEDULE "A"
TRADE NAMES, AMALGAMATIONS AND PRIOR NAMES

Trade Names or Styles

1. Nil.

Amalgamations

2. March 21, 2014 amalgamation among Swift Railroad Contractors Corporation and 2408122 Ontario Limited to form Allied Track Services Inc.
3. July 1, 2016 amalgamation among Allied Track Services Inc., AV Rail Contracting Ltd. and AV Signal Holdings Inc. to form Allied Track Services Inc.

Other Prior Names

4. Nil.

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT (as the same may be amended, restated, supplemented or replaced, from time to time, this “**Agreement**”) is dated with effect as of this 8th day of March, 2017 and executed and delivered by 2409889 ONTARIO INC. (the “**Debtor**”) to and in favour of BRIDGING FINANCING INC. as agent (the “**Agent**”) for the lenders from time to time under the Loan Agreement (as defined below) (collectively, the “**Lenders**”).

RECITALS:

- A. Allied Track Services Inc. (the “**Borrower**”) is or is about to become indebted to the Agent and the Lenders pursuant to a letter credit agreement among, *inter alios*, the Borrower, the Debtor and the Agent dated with effect as of the date hereof (as further amended, supplemented, replaced or restated from time to time, the “**Loan Agreement**”);
- B. In connection with the Loan Agreement, the Debtor is required to execute and deliver a guarantee of the Borrower’s obligations to the Agent, dated with effect as of the date hereof (as amended, supplemented, replaced or restated from time to time, the “**Guarantee**”); and
- C. As security for the obligations of the Debtor under the Guarantee, the Agent has required the Debtor to grant to the Agent and to create a security interest in all personal property of the Debtor, as hereinafter provided as security for the payment and performance of the obligations and liabilities of the Debtor to the Agent and the Lenders.

NOW THEREFORE, in consideration of the extension of credit by the Agent and the Lenders to the Borrower and the Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor covenants and agrees to and in favour of the Agent and the Lenders as follows:

ARTICLE 1 - DEFINITIONS; INTERPRETATION

1.1 Defined Terms

Except as otherwise expressly provided herein, capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to such terms in the Loan Agreement. In this Agreement, unless the context expressly or by necessary implication otherwise requires, the following terms shall have the meanings set forth below:

“**Event of Default**” shall mean: (a) the occurrence of any Event of Default (as such term is defined in the Loan Agreement); or (b) the issuance of a demand for repayment by the Agent.

“**Person**” means a “person” as defined in the Loan Agreement.

1.2 Terms Defined in Ontario *Personal Property Security Act*

Where applicable and except as defined herein, terms used herein shall have the meanings assigned to them in the *Personal Property Security Act* as the same may, from time to time, be in effect in the Province of Ontario (the "PPSA"). Such terms include: "accounts", "chattel paper", "documents of title", "equipment", "intangibles", "instruments", "inventory", "investment property", "money", "proceeds" and "security".

1.3 Agent as agent of the Lenders

The Debtor acknowledges and agrees that the Agent is taking the security interest granted hereunder on behalf of itself and the Lenders and that this Agreement secures all of the Secured Obligations owing to the Agent and each of the Lenders.

ARTICLE 2 - GRANT OF SECURITY INTEREST; COLLATERAL

2.1 Grant of Security Interest

As security for the payment and performance of the Secured Obligations (as defined in Section 3), the Debtor hereby grants to the Agent, for and on behalf of itself and the Lenders, a security interest in, to and under all of its personal property, wherever located and whether now existing or hereafter acquired or arising, including, without limitation, the following property (collectively and severally, the "**Collateral**"):

- (a) all present and future investment property held by the Debtor, including securities, security entitlements, securities accounts, future contracts, future accounts, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or interest of the Debtor in property or in an enterprise or which constitute evidence of an obligation of the issuer; and all substitutions therefore, and subject to Section 6.3, dividends and income derived therefrom, all of which are herein called the "**Pledged Collateral**";
- (b) all accounts and book debts of the Debtor, chattel paper, documents of title, instruments, and intangibles of the Debtor, including all debts, dues, claims choses in action and demands of every nature and kind, howsoever arising or secured, including letters of credit, guarantees and advices of credit that are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all supporting obligations of any or all of the forgoing ("**Accounts**");
- (c) all inventory of the Debtor, including all merchandise, goods and other personal property that are held for sale or lease or that have been leased by the Debtor or that are to be furnished under a contract of service, all raw materials, work in process, materials used or consumed in the Debtor's business and finished goods,

all goods in which the Debtor has an interest in mass or a joint or other interest or gifts of any kind (including goods in which the Debtor has an interest or right as consignee), and all goods which are returned to or repossessed by the Debtor, together with all additions and accessions thereto and replacements therefor and products thereof and documents therefor ("**Inventory**");

- (d) all equipment of the Debtor and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor, including, all machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings, vehicles and fixtures ("**Equipment**");
- (e) all Intellectual Property Collateral (as defined in Section 7.3);
- (f) all money maintained in a deposit or other account in the Debtor's name with any financial institution, and all certificates, instruments and other writings, if any, from time to time representing, evidencing or deposited into such accounts, and all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;
- (g) all now existing and hereafter arising contracts and agreements to which the Debtor is party (each, an "**Assigned Agreement**"), including, without limitation, all rights of the Debtor to receive moneys due and to become due under or pursuant to the Assigned Agreements, all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, all claims of the Debtor for damages arising out of or for breach of or default under the Assigned Agreements, and all rights of the Debtor to terminate, amend, supplement or modify the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder; *provided, however*, that with respect to any such contract or agreement where the grant of a security interest in the Debtor's right, title and interest therein is prohibited by the terms thereof, or would give any other party the right to terminate its obligations thereunder, or is not permitted because any necessary consent to such grant has not been obtained, the Collateral shall include only the rights of the Debtor to receive moneys due and to become due, if any, under or pursuant to such contract or agreement;
- (h) all books, records, writings, databases, information and other property relating to, used or useful in connection with, embodying, incorporating or referring to, any of the foregoing Collateral;
- (i) all cash and cash equivalents held by the Debtor not otherwise included in the foregoing Collateral; and
- (j) all products and proceeds of the foregoing Collateral (with the term "**proceeds**" having the meaning provided in the PPSA and also including any voluntary or

involuntary disposition, and all rights to payment, including return premiums, with respect to any insurance).

2.2 Excluded Collateral

Notwithstanding Section 2.1, the Collateral shall not include: (a) any property held in trust by the Debtor and lawfully belonging to others, (b) the last day of the term of any lease of real property, provided that the Debtor shall stand possessed of such last day and shall assign and transfer such interest as instructed by the Agent; (c) the interests described in the proviso to Section 2.1(g); or with respect to Section 2.1(c), any consumer goods used as such by the Debtor.

2.3 Debtor Remains Liable

Anything herein to the contrary notwithstanding, (a) the Debtor shall remain liable under all Assigned Agreements, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under such Assigned Agreements, and (c) the Agent and the Lenders shall not have any obligation or liability under any Assigned Agreements by reason of this Agreement, nor shall the Agent or the Lenders be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

2.4 Continuing Security Interest

The Debtor agrees that this Agreement shall create a general collateral continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 10.14.

2.5 Attachment

The Debtor and the Agent intend that the security interest created hereby attaches to existing Collateral upon the execution of this Agreement and that the security interest will attach to Collateral acquired after the date of execution of this Agreement at the time that the Debtor acquires rights in that Collateral. The Debtor and the Agent agree that value has been given. The Debtor represents and warrants that it has rights in the existing Collateral.

ARTICLE 3 - SECURED OBLIGATIONS

3.1 Secured Obligations

The obligations secured by this Agreement shall consist of all indebtedness, obligations and liabilities of the Debtor to the Agent and the Lenders, including, without limitation, those arising under, in connection with, and relating to the Credit Documents, whether now existing or hereafter arising, as principal or surety, voluntary or involuntary, whether

or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred, together with all expenses (including reasonable legal fees on a solicitor and client basis) incurred by the Agent and the Lenders, any receiver, receiver-manager or agent in the preparation, perfection and enforcement of security and other agreements held by the Agent and the Lenders in respect of such obligations and liabilities and interest thereon (all of which obligations, liabilities, expenses and interest are referred to collectively as the “**Secured Obligations**”).

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

In addition to all representations and warranties of the Debtor set forth in the Credit Documents, which are incorporated herein by this reference, the Debtor hereby represents and warrants that:

4.1 Sole Owner

The Debtor is the sole owner of and has good and marketable title to the Collateral (or will be the sole owner of and will have good and marketable title to, in the case of after-acquired Collateral).

4.2 No Adverse Claim

No Person has (or, in the case of after-acquired Collateral, at the time the Debtor acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other Encumbrance, adverse rights or claims or other encumbrances) in, against or to the Collateral other than Permitted Encumbrances.

4.3 Full Disclosure

All information herein supplied to the Agent by or on behalf of the Debtor with respect to the Collateral is accurate and complete in all material respects as of the date hereof.

4.4 Delivery of Collateral

The Debtor has delivered to the Agent all instruments and chattel paper and other items of Collateral in which a security interest is or may be perfected by possession, together with such additional writings, including assignments, with respect thereto as the Agent shall request.

4.5 Intellectual Property

All of the patents, trade-marks, and copyrights of the Debtor have been registered or applied to be registered with the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office, as appropriate.

4.6 Chief Executive Office; Trade Names; Collateral Location; Records Location

The Debtor's chief executive office is in the Province of Ontario; the only trade name(s) or style(s) used by the Debtor are listed on **Schedule "A"**; and, the Debtor's records concerning the Collateral are located at its chief executive office. The Debtor has not, except as disclosed on **Schedule "A"** hereto, at any time in the past: (a) been known as or used any other corporate, trade or fictitious name; (b) changed its name; (c) been the surviving or resulting corporation in a merger or consolidation; or (d) acquired through asset purchase or otherwise any business of any Person.

4.7 Enforceability; Priority of Security Interest

- (a) This Agreement creates a security interest which is enforceable against the Collateral in which the Debtor now has rights and will create a security interest which is enforceable against the Collateral in which the Debtor hereafter acquires rights at the time the Debtor acquires any such rights; and (b) other than Permitted Encumbrances, the Agent has a perfected and first priority security interest in the Collateral, in which the Debtor now has rights, and will have a perfected and first priority security interest in the Collateral in which the Debtor hereafter acquires rights at the time the Debtor acquires any such rights, in each case securing the payment and performance of the Secured Obligations.

4.8 Rights to Payment

- (a) The Accounts and any and all of the Debtor's rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under or with respect to its chattel paper, documents of title, intangibles, instruments, proceeds and supporting obligations (collectively, "**Rights to Payment**") represent valid, binding and enforceable obligations of the account debtors or other Persons obligated thereon, representing undisputed, *bona fide* transactions completed in accordance with the terms and provisions contained in any documents related thereto, and are genuine, free from any Lien and not subject to any adverse claims, counterclaims, setoffs, defaults, disputes, defenses, discounts, retainages, holdbacks or conditions precedent of any kind of character, except to the extent reflected by the Debtor's reserves for uncollectible Rights to Payment or to the extent, if any, that such account debtors or other Persons may be entitled to normal and ordinary course trade discounts, returns, adjustments and allowances in accordance with Section 5.13 or as otherwise disclosed to the Agent in writing;
- (b) to the best of the Debtor's knowledge, all account debtors and other obligors on the Rights to Payment are solvent and generally paying their debts as they come due;
- (c) all Rights to Payment comply with all applicable laws concerning form, content and manner of preparation and execution, including where applicable any federal or state consumer credit laws;

- (d) the Debtor has not assigned any of its rights under the Rights to Payment other than Permitted Encumbrances as provided in this Agreement or as set forth in the other Credit Documents;
- (e) all statements made, all unpaid balances and all other information in the Debtor's books and other documentation relating to the Rights to Payment are true and correct and in all respects what they purport to be; and
- (f) the Debtor has no knowledge of any fact or circumstance which would impair the validity or collectibility of any of the Rights to Payment.

4.9 Inventory

No inventory is stored with any bailee, warehouseman or similar Person or on any premises leased to the Debtor, nor has any inventory been consigned to the Debtor or consigned by the Debtor to any Person or is held by the Debtor for any Person under any "bill and hold" or other arrangement, except as disclosed to the Agent in writing.

4.10 Equipment

- (a) none of the Equipment or other Collateral is affixed to real property except Collateral with respect to which the Debtor has supplied the Agent with all information and documentation necessary to make all fixture filings required to perfect and protect the priority of the Agent's security interest in all such Collateral which may be fixtures as against all Persons having an interest in the premises to which such property may be affixed; and
- (b) none of the Equipment is leased from or to any Person, except as otherwise disclosed to the Agent.

4.11 Valid Issuance of Pledged Collateral

All the Pledged Collateral have been, and upon issuance any Pledged Collateral will be, duly and validly issued, and are and will be fully paid and non assessable.

4.12 Capitalization of the Pledged Subsidiary

The Pledged Collateral constitutes 100% of the issued and outstanding shares of capital stock and other ownership interests of the various issuers owned by the Debtor (which, as of the date hereof, constitutes 100% of the issued and outstanding shares of capital stock and other ownership interests of each issuer).

4.13 Options, Warrants, Etc.

Other than pursuant to the Credit Documents, no securities convertible into or exchangeable for any shares of capital stock or other ownership interests of any issuer, or any options, warrants or other commitments entitling any Person to purchase or otherwise

acquire any shares of capital stock or other ownership interests of any issuer, are issued and outstanding.

4.14 Transfer Restrictions

Subject to Permitted Encumbrances, there are no restrictions on the transferability of the Pledged Collateral to the Agent or with respect to the foreclosure, transfer or disposition thereof by the Agent.

4.15 Shareholders Agreements

Subject to Permitted Encumbrances, there are no shareholders, partners or members agreements, voting trusts, proxy agreements or other agreements or understandings which affect or relate to the voting or giving of written consents with respect to any of the Pledged Collateral.

4.16 Pledged Collateral

The Debtor is not in default in the payment of any portion of any mandatory capital contribution, if any, required to be made under any agreement to which the Debtor is a party relating to the Pledged Collateral pledged by it, and the Debtor is not in violation of any other provisions of any such agreement to which the Debtor is a party, or otherwise in default or violation thereunder. No Pledged Collateral pledged by the Debtor is subject to any defense, offset or counterclaim, nor have any of the foregoing been asserted or alleged against the Debtor by any Person with respect thereto, and as of the date hereof, there are no certificates, instruments, documents or other writings (other than the organizational documents and certificates, if any, delivered to the Agent) which evidence any Pledged Collateral of the Debtor.

4.17 No Violation of Securities Laws

None of the shares in the capital of the Debtor or the Pledged Collateral has been issued, converted or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which they may be subject.

4.18 Control Agreements

No control agreements exist with respect to any Collateral other than any control agreements in favour of the Agent.

4.19 Leases

The Debtor is not and will not become a lessee under any real property lease or enter into any customer agreement or other agreement governing the location of Collateral at the premises of another Person pursuant to which the lessor or such other Person may obtain any rights in any of the Collateral, and no such lease or other such agreement now prohibits, restrains, impairs or will prohibit, restrain or impair such Debtor's right to

remove any Collateral from the premises at which such Collateral is situated, except for the usual and customary restrictions contained in such leases of real property.

ARTICLE 5 - COVENANTS AND AGREEMENTS

In addition to all covenants and agreements of the Debtor set forth in the Credit Documents, which are incorporated herein by this reference, the Debtor hereby agrees, at no cost or expense to the Agent and the Lenders:

5.1 Preservation of Security Interest

To do all acts (other than acts which are required to be done by the Agent) that may be necessary to maintain, preserve and protect the Collateral and the first (subject to Permitted Encumbrances) priority, perfected security interest of the Agent therein.

5.2 Actions and Proceedings

To appear in and defend any action or proceeding which may affect its title to or the Agent's interest in the Collateral.

5.3 Use of Collateral

Not to use any Collateral, or permit any Collateral to be used, unlawfully or in violation of any provision of this Agreement, any other agreement with the Agent related hereto, or any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Debtor or affecting any of the Collateral or any contractual obligation affecting any of the Collateral.

5.4 Shareholders Agreements

Except for the shareholders agreement existing as of the date hereof and disclosed to the Agent in writing, the Debtor has not entered and will not enter into any shareholders, partners or members agreement, voting trust, proxy agreement or other agreement or understanding which affects or relates to the voting or giving of written consents with respect to any of the shares in the capital of the Debtor or the Pledged Collateral without the prior written consent of the Agent.

5.5 Issuance of Additional Shares

The Debtor will not consent to or approve, or allow any subsidiary to consent to or approve, of the issuance to any person or entity of any additional shares of any class of capital stock or other ownership interests of the Debtor or any of its subsidiaries, or of any securities convertible into or exchangeable for any such shares or other ownership interests, or any warrants, options or other rights to purchase or otherwise acquire any such shares or other ownership interests, except as approved in writing by the Agent.

5.6 Transfer of Collateral; Liens

Not to surrender or lose possession of (other than to the Agent), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein except as expressly provided herein and in the Credit Documents, and to keep the Collateral free of all Liens except Permitted Encumbrances and as expressly permitted by the Credit Documents or otherwise approved in writing by the Agent; *provided, however*, that, unless an Event of Default shall have occurred under any of the Credit Documents, the Debtor may, in the ordinary course of business, sell or lease (provided it registers and perfects any primary lease or conditional sale agreement in accordance with applicable law) any Collateral consisting of inventory.

5.7 Delivery of Collateral

To account fully for and promptly deliver to the Agent, in the form received, all documents, chattel paper, all certificated securities with respect to investment property, instruments and agreements constituting Collateral hereunder, and all proceeds of the Collateral received, all endorsed to the Agent or in blank, as requested by the Agent, and accompanied by such stock powers as appropriate and until so delivered all such documents, instruments, agreements and proceeds shall be held by the Debtor in trust for the Agent, separate from all other property of the Debtor.

5.8 Records

To keep separate, accurate and complete records of the Collateral and to provide the Agent with such records and such other reports and information relating to the Collateral as the Agent may reasonably request from time to time. To keep the records concerning the Collateral at the location(s) referred to in Section 4.6 and not to remove such records from such location(s) without the prior written consent of the Agent.

5.9 Chief Executive Office; Names

To give the Agent thirty (30) days' prior written notice of any change in the Debtor's chief executive office or legal name or trade name(s) or style(s).

5.10 Location of Collateral

To keep the Collateral at its current location(s) and not to remove the Collateral from such locations (other than disposals of Collateral expressly permitted by the Credit Documents).

5.11 Maintenance of Collateral

To keep the Collateral in good condition and repair (normal wear and tear excepted) and not to cause or permit any waste or unusual or unreasonable depreciation of the Collateral.

5.12 Leased Premises

At the Agent's request, to use commercially reasonable efforts to obtain from each Person from whom the Debtor leases any premises or supplies any customer at which any Collateral is at any time present such collateral access, subordination, waiver, consent and estoppel agreements as the Agent may require, in form and substance satisfactory to the Agent.

5.13 Rights to Payment

To:

- (a) with such frequency as the Agent may reasonably require, furnish to the Agent full and complete reports, in form and substance satisfactory to the Agent, with respect to the Accounts, including information as to concentration, aging, identity of account debtors, letters of credit securing Accounts, disputed Accounts and other matters, as the Agent shall request;
- (b) give only normal discounts, allowances and credits as to Accounts and other Rights to Payment, in the ordinary course of business, according to normal trade practices utilized by the Debtor in the past, and enforce all Accounts and other Rights to Payment strictly in accordance with their terms, and take all such action to such end as may from time to time be reasonably requested by the Agent, except that the Debtor may grant any extension of the time for payment or enter into any agreement to make a rebate or otherwise to reduce the amount owing on or with respect to, or compromise or settle for less than the full amount thereof, any Account or other Right to Payment, in the ordinary course of business, according to normal trade practices utilized by the Debtor in the past;
- (c) if any discount, allowance, credit, extension of time for payment, agreement to make a rebate or otherwise to reduce the amount owing on, or compromise or settle, an Account or other Right to Payment exists or occurs, or if, to the knowledge of the Debtor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to an Account or other Right to Payment, disclose such fact fully to the Agent in the books relating to such Account or other Right to Payment and in connection with any invoice or report furnished by the Debtor to the Agent relating to such Account or other Right to Payment;
- (d) if any Accounts arise from contracts with the United States or any department, agency or instrumentality thereof, or the government of Canada, immediately notify the Agent thereof and execute any documents and instruments and take any other steps requested by the Agent in order that all monies due and to become due thereunder shall be assigned to the Agent and notice thereof given to the appropriate authorities under the *Federal Assignment of Claims Act* of the United States of America or the *Financial Administration Act* of Canada;

- (e) in accordance with its sound business judgment, perform and comply in all material respects with its obligations in respect of the Accounts and other Rights to Payment;
- (f) upon the request of the Agent (i) at any time, notify all or any designated portion of the account debtors and other obligors on the Rights to Payment of the security interest hereunder, and (ii) upon the occurrence of an Event of Default, notify the account debtors and other obligors on the Rights to Payment or any designated portion thereof that payment shall be made directly to the Agent or to such other Person or location as the Agent shall specify; and
- (g) upon the occurrence of any Event of Default, establish such lockbox or similar arrangements for the payment of the Accounts and other Rights to Payment as the Agent shall require.

5.14 Inventory

To:

- (a) at such times as the Agent shall request or as may be required under the Credit Documents, prepare and deliver to the Agent a report of all Inventory, in form and substance satisfactory to the Agent;
- (b) upon the request of the Agent, take a physical listing of the Inventory and promptly deliver a copy of such physical listing to the Agent; and
- (c) not store any Inventory with a bailee, warehouseman or similar Person or on premises leased to the Debtor, nor dispose of any Inventory on a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment or similar basis, nor acquire any Inventory from any Person on any such basis, without in each case giving the Agent prior written notice thereof.

5.15 License Agreement and Other Assigned Agreements

To:

- (a) deliver to the Agent, promptly upon request therefrom (i) copies of the Assigned Agreements and (ii) all material notices, requests and other documents received by the Agent in respect of the Assigned Agreements; *provided, however*, that the Debtor shall deliver to the Agent copies of all material notices, requests and other documents received by the Debtor in respect of the Assigned Agreements promptly upon receipt thereof and without the need for a specific request therefor from the Agent;
- (b) perform and observe, in all material respects, all terms and provisions of the Assigned Agreements to be performed or observed by it and enforce the Assigned Agreements in accordance with their terms; and

- (c) without the prior written consent of the Agent, not take any action to amend or terminate, or waive compliance with any of the terms of the Assigned Agreements.

ARTICLE 6 - AUTHORIZED ACTION BY THE LENDER; RIGHTS TO PAYMENT

6.1 Authorized Action by the Agent

The Debtor hereby agrees that following the occurrence of an Event of Default, without presentment, notice or demand, and without affecting or impairing in any way the rights of the Agent with respect to the Collateral, the obligations of the Debtor hereunder or the Secured Obligations, the Agent may, but shall not be obligated to and shall incur no liability to the Debtor or any third party for failure to, take any action that the Debtor is obligated by this Agreement to do and to exercise such rights and powers as the Debtor might exercise with respect to the Collateral, and the Debtor hereby irrevocably appoints the Agent as its attorney-in-fact to exercise such rights and powers, including, without limitation, the power and authority to:

- (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral;
- (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral;
- (c) insure, process and preserve the Collateral;
- (d) transfer the Collateral to its own or its nominee's name;
- (e) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; and
- (f) notify any obligor on any Collateral to make payment directly to the Agent.

The foregoing power of attorney is coupled with an interest and irrevocable so long as the Agent has any obligation to make any credit facility available or the Secured Obligations have not been indefeasibly paid and performed in full. The Debtor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 6.1. The Debtor agrees to reimburse the Agent upon demand for any costs and expenses, including reasonable legal fees, the Agent may incur while acting as the Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the Secured Obligations.

6.2 Collection of Rights to Payment

Until the Agent exercises its rights hereunder to collect Rights to Payment, the Debtor shall endeavor in the first instance diligently to collect all amounts due or to become due

on or with respect to the Rights to Payment. At the request of the Agent, upon and after the occurrence of any Event of Default, all remittances received by the Debtor shall be and shall be deemed to be held separate and apart and in trust exclusively for the Agent and, in accordance with the Agent's instructions, remitted to the Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

6.3 Investment Property and Instruments

Upon and after the occurrence of any Event of Default, the Agent shall be entitled to receive all distributions and payments of any nature with respect to any investment property or instruments, and all such distributions or payments received by the Debtor shall be and shall be deemed to be held separate and apart and in trust exclusively for the Agent and, in accordance with the Agent's instructions, remitted to the Agent in the form received (with any necessary endorsements or instruments of assignment or transfer). Following the occurrence of an Event of Default any such distributions and payments with respect to any investment property held in any securities account shall be held and retained in such securities account, in each case as part of the Collateral hereunder. Additionally, the Agent shall have the right, upon the occurrence of an Event of Default, following prior written notice to the Debtor, to vote and to give consents, ratifications and waivers with respect to any investment property and instruments of the Debtor, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if the Agent were the absolute owner thereof; *provided* that the Agent shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to the Debtor or any other Person for any failure to do so or delay in doing so.

ARTICLE 7 - ADDITIONAL PROVISIONS REGARDING INTELLECTUAL PROPERTY

7.1 Additional Representations and Warranties

The Debtor represents and warrants to the Agent and the Lenders as follows:

- (a) Except as disclosed to the Agent in the Credit Documents, the Debtor (directly or through any subsidiary) does not own, possess or use under any licensing arrangement any patents, copyrights, trade-marks, service marks or trade names, nor is there currently pending before any governmental authority any application for registration of any patent, copyright, trade-mark, service mark or trade name;
- (b) all patents, copyrights, trade-marks, service marks and trade names are subsisting and have not been adjudged invalid or unenforceable in whole or in part;
- (c) all maintenance fees required to be paid on account of any patents have been timely paid for maintaining such patents in force, and, to the best of the Debtor's knowledge, each of the patents is valid and enforceable and the Debtor has notified the Agent in writing of all prior disputes, sales and licenses (including public uses and sales) of which it is aware;

- (d) to the best of the Debtor's knowledge after due inquiry, no material infringement or unauthorized use presently is being made of any Intellectual Property Collateral by any Person;
- (e) the Debtor is the sole and exclusive owner of the Intellectual Property Collateral and the past, present and contemplated future use of such Intellectual Property Collateral by the Debtor has not, does not and will not infringe or violate any right, privilege or license agreement of or with any other Person; and
- (f) the Debtor owns, has material rights under, is a party to, or an assignee of a party to all material licenses, patents, patent applications, copyrights, service marks, trade-marks, trade-mark applications, trade names and all other Intellectual Property Collateral necessary to continue to conduct its business as heretofore conducted.

7.2 Additional Covenants

The Debtor will:

- (a) not allow or suffer any Intellectual Property Collateral to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public, except as shall be reasonable and appropriate in accordance with prudent business practice;
- (b) promptly give the Agent notice of any rights the Debtor may obtain to any new patentable inventions, copyrightable works or other new Intellectual Property Collateral, prior to the filing of any application for registration thereof;
- (c) without limiting the generality of clause (b), not register with the U.S. Copyright Office or the Canadian Intellectual Property Office any unregistered copyrights (whether in existence on the date hereof or thereafter acquired, arising, or developed) unless the Debtor provides the Agent with written notice of its intent to register such copyrights not less than thirty (30) days prior to the date of the proposed registration; and
- (d) diligently prosecute all applications for patents, copyrights and trade-marks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance with prudent business practice, and promptly and timely pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property Collateral.

7.3 Additional Definition

As used in this Agreement, "**Intellectual Property Collateral**" means the following properties and assets owned or held by the Debtor or in which the Debtor otherwise has any interest, now existing or hereafter acquired or arising:

- (a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (b) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;
- (c) all state and provincial (including common law), federal and foreign trade-marks, service marks and trade names, and applications for registration of such trade-marks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (d) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs;
- (e) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the aforementioned properties and assets; and
- (f) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

ARTICLE 8 - REMEDIES; NOTICE OF SALE; RECEIVERS

8.1 Remedies

Upon the occurrence of an Event of Default, the Agent may at its option, without notice to or demand on the Debtor and in addition to all rights and remedies available to the Agent with respect to the Secured Obligations, at law, in equity or otherwise, do any one or more of the following:

- (a) foreclose or otherwise enforce the Agent's security interest in any manner permitted by law or provided for in this Agreement;
- (b) sell, lease or otherwise dispose of any Collateral at one or more public or private sales at the Agent's place of business or any other place or places, including any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as the Agent may determine;
- (c) use or transfer the Debtor's rights and interests in any Intellectual Property Collateral by license, by sublicense (to the extent permitted by an applicable license), assignment or otherwise, on such conditions and in such manner as the Agent may determine;
- (d) recover from the Debtor all costs and expenses, including reasonable legal fees and disbursements, incurred or paid by the Agent in exercising any right, power or remedy provided by this Agreement;
- (e) require the Debtor to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent;
- (f) enter onto property where any Collateral is located and take possession thereof with or without judicial process; and
- (g) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Agent deems appropriate and in connection with such preparation and disposition, without charge, use any trade-mark, tradename, copyright, patent or technical process used by the Debtor.

8.2 Notice of Sale

The Debtor shall be given five (5) Business Days prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral is to be made, which notice the Debtor hereby agrees shall be deemed reasonable notice thereof. Upon any sale or other disposition pursuant to this Agreement, the Agent shall have the right to deliver, assign and transfer to the purchaser thereof, the Collateral or portion thereof so sold or disposed of. The Agent shall have the right upon any public sale, and, to the extent permitted by law, upon any private sale, to purchase the

whole or any part of the Collateral so sold. Each purchaser at any such sale or other disposition (including the Agent) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of the Debtor and the Debtor specifically waives (to the extent permitted by applicable law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

8.3 License

For the purpose of enabling the Agent to exercise its rights and remedies under Section 8.1 or otherwise in connection with this Agreement, the Debtor hereby grants to the Agent an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to the Debtor) or (to the extent permitted by the applicable license) sublicense to use, license or sublicense any Intellectual Property Collateral, subject with respect to trade-marks to reasonable and appropriate quality control provisions.

8.4 Appointment of Receiver

The Agent may, in addition to any other rights it may have, appoint by instrument in writing a receiver, monitor, consultant, liquidator or receiver and manager (all of which are herein called a "Receiver") of all or any part of the Collateral or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Agent has under this Agreement, at law or in equity. In exercising any such powers, any such Receiver shall, to the extent permitted by applicable law, act as and for all purposes be deemed to be the agent of the Debtor, and the Agent shall not be responsible for any act or default of any such Receiver. The Agent may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Agent. A court need not appoint, ratify the appointment by the Agent of or otherwise supervise in any manner the actions of any Receiver. Upon the Debtor receiving notice from the Agent of the taking of possession of the Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of the Debtor and, to the extent permitted by applicable law, its directors and officers with respect to the Collateral shall cease, unless specifically continued by the written consent of the Agent.

8.5 Carrying on Business

The Agent may carry on, or concur in the carrying on of, all or any part of the business or undertaking of the Debtor, may, subject to the rights and liens of third parties but to the exclusion of the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertakings of or occupied or used by the Debtor and may use all or any of the tools, machinery, equipment and intangibles of the Debtor for such time as the Agent sees fit, free of charge, to carry on the business of the Debtor and, if applicable, to

manufacture or complete the manufacture of any Inventory and to pack and ship the finished product.

8.6 Dealing with Collateral

The Agent may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable, all without notice to the Debtor except as otherwise required by any applicable law. The Agent may demand, sue for and receive any Accounts with or without notice to the Debtor, give such receipts, discharges and extensions of time and make such compromises in respect of any Accounts which may, in the Agent's absolute discretion, seem bad or doubtful. The Agent may charge on its own behalf and pay to others, sums for costs and expenses incurred including, without limitation, legal fees and expenses on a solicitor and his own client scale and Receivers' and accounting fees, in or in connection with seizing, collecting, realizing, disposing, enforcing or otherwise dealing with the Collateral and in connection with the protection and enforcement of the rights of the Agent hereunder including, without limitation, in connection with advice with respect to any of the foregoing. The amount of such sums shall be deemed advanced to the Debtor by the Agent, shall become part of the Secured Obligations, shall bear interest at the highest rate per annum charged by the Agent on the Secured Obligations or any part thereof and shall be secured by this Agreement.

8.7 Right to Use

The Debtor hereby grants to the Agent a license or other right to use, without charge, all of the Debtor's present and future property, whether real or personal, including, without limitation, labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trade-marks, services marks, and advertising matter, or any other property of any nature or of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling of any Collateral and the Debtor's rights under all licenses and all franchise agreements shall inure to the Agent.

8.8 Retention of Collateral

Upon notice to the Debtor and subject to any obligation to dispose of any of the Collateral, as provided in the PPSA, the Agent may elect to retain all or any part of the Collateral in satisfaction of the Secured Obligations or any of them.

8.9 Pay Liens

The Agent may pay any Liens that may exist or be threatened against the Collateral. In addition, the Agent may borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business or undertaking of the Debtor and may grant further security interests in the Collateral in priority to the security interest created hereby as security for the money so borrowed. In every such case the amounts so paid or borrowed together with costs, charges and expenses incurred in connection therewith shall be deemed to have been advanced to the Debtor by the Agent,

shall become part of the Secured Obligations, shall bear interest at the highest rate per annum charged by the Agent on the Secured Obligations or any part thereof and shall be secured by this Agreement.

8.10 Application of Payments

Any and all payments made in respect of the Secured Obligations from time to time and moneys realized on the Collateral may be applied to such part or parts of the Secured Obligations as the Agent may see fit. The Agent shall, at all times and from time to time, have the right to change any appropriation as it may see fit. Any insurance moneys received by the Agent pursuant to this Agreement may, at the option of the Agent, be applied against the Secured Obligations as the Agent thinks fit.

8.11 Set-off

The Secured Obligations will be paid by the Debtor without regard to any equities between the Debtor and the Agent or the Lenders or any right of set-off or cross-claim. If an Event of Default exists, any indebtedness owing by the Agent to the Debtor may be set-off and applied by the Agent and the Lenders against the Secured Obligations either before or after maturity, without demand upon or notice to anyone and regardless of the currency in which the indebtedness is denominated.

8.12 Deficiency

If the proceeds of the realization of the Collateral are insufficient to repay to the Agent and the Lenders all amounts owing to them, the Debtor shall forthwith pay such deficiency or cause such deficiency to be paid to the Agent.

8.13 Agent Not Liable

The Agent and the Lenders shall not be liable or accountable for any failure to seize, collect, realize, dispose of, enforce or otherwise deal with the Collateral, shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Agent, the Debtor or any other person, firm or corporation in respect of the Collateral and shall not be liable or responsible for any loss, cost or damage whatsoever which may arise in respect of any such failure including, without limitation, resulting from the negligence of the Agent, each of the Lenders or any of their respective officers, servants, agents, solicitors, attorneys, Receivers or otherwise unless arising from gross negligence or wilful misconduct. Neither the Agent, each of the Lenders, nor their respective officers, servants, agents, or Receivers shall be liable by reason of any entry into possession of the Collateral or any part thereof, to account as a mortgagee in possession, for anything except actual receipts, for any loss on realization, for any act or omission for which a mortgagee in possession might be liable, for any negligence in the carrying on or occupation of the business or undertaking of the Debtor or for any loss, cost, damage or expense whatsoever which may arise in respect of any such actions, omissions or negligence unless arising from gross negligence or wilful misconduct.

8.14 Extensions of Time

The Agent may grant renewals, extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, perfect or fail to perfect any securities, release any part of the Collateral to third parties and otherwise deal or fail to deal with the Debtor, subsidiaries of the Debtor, guarantors, sureties and others and with the Collateral and other securities as the Agent may see fit, all without prejudice to the liability of the Debtor to the Agent or the Agent's rights and powers under this Security Agreement.

8.15 Rights in Addition

The rights and powers conferred by this Section are in supplement of and in addition to and not in substitution for any other rights or powers the Agent may have from time to time under this Agreement or under applicable law. The Agent may proceed by way of any action, suit, remedy or other proceeding at law or in equity and no such remedy for the enforcement of the rights of the Agent shall be exclusive of or dependent on any other such remedy. Any one or more of such remedies may from time to time be exercised separately or in combination.

ARTICLE 9 - PERFECTION AND PRIORITY

9.1 Financing Statements, Etc.

The Debtor hereby authorizes the Agent to file at any time and from time to time any financing statements describing the Collateral, and the Debtor shall execute and deliver to the Agent, and the Debtor hereby authorizes the Agent to file (with or without the Debtor's signature), at any time and from time to time, all amendments to financing statements, continuation financing statements, termination statements, security agreements relating to the Intellectual Property Collateral, assignments, fixture filings, affidavits, reports, notices and all other documents and instruments, in form satisfactory to the Agent, as the Agent may request, to perfect and continue perfected, maintain the priority of or provide notice of the Agent's security interest in the Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, the Debtor ratifies and authorizes the filing by the Agent of any financing statements filed prior to the date hereof.

9.2 Bailees

Any Person (other than the Agent) at any time and from time to time holding all or any portion of the Collateral shall be deemed to, and shall, hold the Collateral as the agent of, and as pledge holder for, the Agent. At any time and from time to time, the Agent may give notice to any such Person holding all or any portion of the Collateral that such Person is holding the Collateral as the agent and bailee of, and as pledge holder for, the Agent, and obtain such Person's written acknowledgment thereof. Without limiting the generality of the foregoing, the Debtor will join with the Agent in notifying any Person who has possession of any Collateral of the Agent's security interest therein and

obtaining an acknowledgment from such Person that it is holding the Collateral for the benefit of the Agent.

9.3 Control

If any of the Collateral consists of Investment Property, (a) the Debtor authorizes the Agent to transfer such Collateral or any part thereof into its own name or that of its nominee so that the Agent or its nominee may appear of record as the sole owner thereof; provided, that until the security hereby constituted becomes enforceable, the Agent shall deliver promptly to the Debtor all notices, statements or other communications received by it or its nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give to the Debtor or its designee a proxy or proxies to vote and take all action with respect to such property; provided further that after the security hereby constituted becomes enforceable, the Debtor waives all rights to be advised of or to receive any notices, statements or communications received by the Agent or its nominee as such record owner, and agrees that no proxy or proxies given by the Agent to the Debtor or its designee as aforesaid shall thereafter be effective; and (b) the Debtor further agrees to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give the Agent "control" of such Investment Property, as defined in any applicable statute similar in application to the *Securities Transfer Act* (Ontario), which "control" shall be in such manner as the Agent shall designate in its sole judgement and discretion, including, without limitation, an agreement by an issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by the Agent, whether before or after security hereby constituted becomes enforceable, without further consent by the Debtor.

ARTICLE 10 - MISCELLANEOUS

10.1 Amendments and Waivers

Except to the extent otherwise provided herein or in any other Credit Document, (a) no amendment to any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Debtor and the Agent and (b) no waiver of any provision of this Agreement, or consent to any departure by the Debtor or other party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent. Any such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10.2 Notices

All notices required or permitted under this Agreement shall be given in the manner and to the addresses specified in the Loan Agreement.

10.3 No Waiver; Cumulative Remedies

No failure on the part of the Agent to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent.

10.4 Binding Effect

This Agreement shall be binding upon the Debtor and its successors and assigns, including any successor by reason of amalgamation, and inure to the benefit of and be enforceable by the Agent and its successors, endorseees, transferees, participants and assigns.

10.5 Assignment

The Debtor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Agent, and any attempted assignment in violation of this provision shall be null and void. The Agent may assign this Agreement in whole or in part to any Person acquiring an interest in the Secured Obligations in accordance with the provisions of the Loan Agreement.

10.6 Costs and Expenses

The Debtor agrees to pay on demand all reasonable costs and expenses of the Agent, any Receiver, or the agents of the Agent or any Receiver, and reasonable legal fees and disbursements in connection with the perfection, enforcement, or preservation of any rights under, this Agreement and the other Credit Documents.

10.7 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation, it shall be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement.

10.8 Governing Law

This Agreement is to be exclusively construed in accordance with and governed by the internal laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law rule or principle that would cause the application of the laws of any jurisdiction other than the internal laws of the Province of

Ontario and the federal laws of Canada applicable therein to the rights and duties of the Debtor and the Agent.

10.9 Submission to Jurisdiction

The Debtor hereby (a) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto for the purpose of any action or proceeding arising out of or relating to this Agreement and the other Credit Documents, (b) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (c) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

10.10 Judgment Currency

If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with practices of the Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Debtor in respect of any such sum due from it to the Agent hereunder or under the other Credit Documents shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than that in which such sum is denominated in accordance with the applicable provisions of the Credit Documents or other relevant document (the "**Agreement Currency**"), be discharged only to the extent that on the Business Day following receipt by the Agent of any sum adjudged to be so due in the Judgment Currency, the Agent may in accordance with normal practices purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Agent from the Debtor in the Agreement Currency, the Debtor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Agent against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Agent in such currency, the Agent agrees to return the amount of any excess to the Debtor (or to any other Person who may be entitled thereto under applicable law). The agreements in this Section 10.10 shall survive the repayment of all Secured Obligations.

10.11 Entire Agreement

This Agreement and the other Credit Documents constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and supersede any prior agreements, commitments, drafts, communications, discussions and understandings, oral or written, with respect thereto.

10.12 Counterparts

This Agreement may be executed in several counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or emailed PDF and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

10.13 Termination

Upon indefeasible payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and the Agent shall execute and deliver to the Debtor, at the Debtor's sole cost and expense, such documents and instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all security interests given by the Debtor to the Agent hereunder.

10.14 Indemnity

The Debtor hereby agrees to indemnify the Agent and each of the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all reasonable expenses of litigation or preparation therefor whether or not the Agent is a party thereto) imposed on, incurred by or asserted against the Agent, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the Debtor, and any claim for patent, trademark or copyright infringement), except for the gross negligence or wilful misconduct of the Agent.

10.15 Acknowledgement of Receipt

The Debtor acknowledges receipt of a fully executed copy of this Agreement and, hereby 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.

[Signature page follows]

IN WITNESS WHEREOF the undersigned has executed and delivered this Agreement under seal with effect as of the date first written above.

2409889 ONTARIO INC.

By: 

Name: *MICHAEL KENECK*
Authorized Signing Officer

SCHEDULE "A"
TRADE NAMES, AMALGAMATIONS AND PRIOR NAMES

Trade Names or Styles

1. Nil.

Amalgamations

2. Nil.

Other Prior Names

3. Nil.

U.S. GENERAL SECURITY AGREEMENT

THIS U.S. GENERAL SECURITY AGREEMENT dated with effect as of the 27th day of November, 2017 is executed and delivered by **PITTSBURG BOTTOM LINE, L.L.C.**, a limited liability company organized under the laws of the State of Texas (the "**Debtor**"), with its principal place of business and chief executive office located at 11335 FM 556 Pittsburg, Texas 75686, in favor of **BRIDGING FINANCING INC.** as agent (the "**Agent**") for the lenders from time to time under the Amended and Restated Loan Agreement (as defined below) (collectively, the "**Lenders**").

WHEREAS the Debtor will be joined as an obligor and a guarantor thereunder pursuant to that certain Joinder to the amended and restated loan agreement executed and delivered as of the date hereof (the "**Joinder**") to the amended and restated letter credit agreement dated November 15, 2017 (as it may be amended, supplemented or replaced from time to time, the "**Amended and Restated Loan Agreement**", and together with the Joinder, the "**Loan Agreement**") among the Agent, Allied Track Services Inc., and each of 2409889 Ontario Inc. and Swift Railroad Holdings U.S. LLC, as guarantors;

AND WHEREAS the Debtor acknowledges and agrees that the Agent is taking the security interest granted hereunder on behalf of itself and the Lenders and that this Agreement secures all of the Obligations (as herein defined) owing to the Agent and each of the Lenders.

NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor hereby agrees with the Agent and the Lenders as follows:

1. **Grant of Security.** To secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of any and all of the obligations, indebtedness and liability of the Debtor to the Agent, for and on behalf of itself and the Lenders (including interest thereon), present or future, direct or indirect, absolute or contingent, contractual or tortious, liquidated or unliquidated, extended or renewed and whether Debtor be bound alone or with others and whether as principal or surety under the Loan Agreement (hereinafter collectively called the "**Obligations**"), the Debtor hereby collaterally assigns and pledges to the Agent and the Lenders, and grants to the Agent and the Lenders, a security interest in, the Collateral; except that, with respect to any portion of the Collateral that would be rendered void or voidable under applicable law by such assignment, pledge and grant without the consent of a party other than the Debtor that has not been or is not obtained, such grant, assignment, pledge and hypothecation shall not be effective until such consent is obtained.
2. **Representations and Warranties.** The Debtor represents and warrants to the Agent and Lenders as follows:
 - (a) **Name.** The correct corporate name of the Debtor and jurisdiction of formation is Texas, and the Debtor does not conduct and, since the date of its formation, has not conducted, business under any trade name or other fictitious name.

- (b) **Good Standing.** The Debtor is a limited liability company formed and organized and validly existing and in good standing under the laws of the jurisdiction of its formation; it has the corporate or company power to own or lease its property and to carry on the business conducted by it; it is qualified as a limited liability company to carry on the business conducted by it and to own or lease its property and is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and the execution, delivery and performance of this Agreement are within its company powers, have been authorized and do not contravene, violate or conflict with any law or the terms and provisions of its by-laws, operating agreements or any shareholders agreement or any other agreement or undertaking to which the Debtor is a party or by which it is bound.
- (c) **Liens.** None of the Collateral is, as of the date hereof, subject to any Lien, except for Permitted Encumbrances.
- (d) **Chief Executive Office.** The chief executive office and principal place of business of the Debtor and the books and records relating to the Receivables and the other Collateral are, as of the date hereof, located at the address of the Debtor set forth in the first paragraph of this Agreement, and have been located there since the date of the Debtor's formation. Since such date, the Debtor has not changed its name, identity or corporate structure in any way.
- (e) **Places of Business.** The addresses (including the applicable counties) of all of the places of business of the Debtor are set forth in the information certificate provided by the Debtor the Agent.

3. **Continued Priority of Security Interest**

- (a) The Security Interest shall at all times be valid, perfected and enforceable against the Debtor and all other persons, in accordance with the terms of this Agreement, as security for the Obligations.
- (b) The Debtor shall, at its cost and expense, take all action that is reasonably necessary so as at all times to maintain the validity, perfection and enforceability of the Security Interest in the Collateral in conformity with the provisions of Section 3(a), or to enable the Agent and the Lenders to exercise or enforce its rights hereunder, including without limitation:
 - (i) paying all taxes, assessments and other claims lawfully levied or assessed on any of the Collateral, except to the extent that such taxes, assessments and other claims constitute Permitted Encumbrances;
 - (ii) delivering to the Agent upon its written request, endorsed or accompanied by such instruments of assignment as the Agent may reasonably specify, any and all chattel paper, instruments, letters of credit and all other advices of guaranty and documents evidencing or forming a part of the Collateral;

- (iii) executing and delivering instruments and other similar notices to be filed in the public records, in each case as requested by, and in form and substance reasonably satisfactory to, the Agent, relating to the creation, validity, perfection or continuation of the Security Interest under the Uniform Commercial Code or other Applicable Law;
 - (iv) giving control of any deposit account, investment property or letter-of-credit rights included in the Collateral to the Agent, whether by causing to be delivered to the Agent a control agreement, in form and substance satisfactory to the Agent signed by all appropriate parties, or otherwise; and
 - (v) providing to the Agent an agreement, in form and substance reasonably satisfactory to the Agent, duly executed by any warehouseman or other bailee of any material portion of the Collateral, acknowledging that such warehouseman or bailee holds such portion of the Collateral for the benefit of the Agent and agreeing to act with respect to such portion of the Collateral in accordance with the instructions of the Agent, without any need for any authorization of the Debtor.
- (c) To the extent permitted by Applicable Law, a carbon, photographic, xerographic, photostatic, microphotographic, optical image reproduction or other reproduction of this Agreement or of any Financing Statements is sufficient as a financing statement.
 - (d) The Debtor authorizes the Agent to file one or more Financing Statements relating to the Collateral using such phrases as "all assets" of the Debtor or "all personal property and fixtures" of the Debtor or similar terminology to describe the Collateral.

4. Covenants Regarding Contracts

- (a) Anything herein to the contrary notwithstanding, (i) the Debtor shall remain liable under all Assigned Contracts to the extent set forth therein to perform its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (ii) the exercise by the Agent and the Lenders of any of its rights hereunder shall not release the Debtor from any of its duties or obligations under the Assigned Contracts (except to the extent that such exercise prevents the Debtor from satisfying such duties and obligations); and (iii) the Agent and the Lenders shall not have any duties, obligations or liability under any of the Assigned Contracts or duties by reason of this Agreement, nor shall the Agent or the Lenders be obligated to perform any of the duties or obligations of the Debtor thereunder, to make any payment, to make any inquiry as to the nature or sufficiency of any payment received by the Debtor or the sufficiency of any performance by any party under any such contract or agreement, or to take any action to collect or enforce any claim for payment assigned hereunder.

- (b) The Debtor shall at its expense:
 - (i) in accordance with the Debtor's normal business practices, perform and observe the terms and provisions of the Assigned Contracts to be performed or observed by it, maintain the Assigned Contracts in full force and effect and enforce the Assigned Contracts in accordance with their terms; and
 - (ii) from time to time (A) furnish to the Agent such information and reports regarding the Assigned Contracts as the Agent may reasonably request and (B) upon reasonable request of the Agent upon an Event of Default, make to each other party to the Assigned Contracts such demands and request for information and reports or for action as the Debtor is entitled to make under the Assigned Contracts.
- (c) To the extent that any portion of the Collateral would be rendered void or voidable under applicable law by the grant to the Agent and the Lenders of a security interest therein or the assignment or pledge thereof to the Agent and the Lenders without the consent of a party other than the Debtor that has not been or is not obtained, hold such portion of the Collateral in trust for the Agent and the Lenders until such consent is obtained and take each action (including, but not limited to, obtaining such consent and assigning or selling or otherwise disposing of such portion of the Collateral) requested by the Agent to assure that such portion of the Collateral inures and is realized upon for the benefit of the Agent.

5. Covenants Regarding Collateral Generally

- (a) **Defense of Title.** The Debtor shall at all times be the owner of each and every item of Collateral and shall defend its title in and to, and the Security Interest in, the Collateral against the claims and demands of all persons.
- (b) **Maintenance of Collateral.** The Debtor shall maintain all physical property that constitutes Collateral in reasonably good and workable condition, with reasonable allowance for wear and tear.
- (c) **Insurance.** The Debtor shall at all times maintain insurance on the Collateral against loss or damage by fire, theft, burglary, pilferage, loss in transit and such other hazards and risks, with financially sound and reputable insurance companies, and in such amounts, in each case as the Agent may reasonably require. All premiums on such insurance shall be paid by the Debtor and evidence of insurance reasonably acceptable to the Agent shall be delivered to the Agent upon the Agent's request. The Debtor will not use or permit the Collateral to be used unlawfully or outside of any insurance coverage. All insurance policies required under this Section shall contain loss payable clauses in form reasonably satisfactory to the Agent.
- (d) **Location of Office/State of Formation.** The Debtor shall not enter into any transaction for the purpose of re-incorporating or re-forming in another state of

the United States, change the location of its chief executive office, principal place of business, and its books and records relating to the Collateral from address set forth in the first paragraph of this Agreement without giving the Agent at least 30 days' prior written notice thereof.

- (e) **Inspection.** The Agent (by any of its officers, employees or agents) shall have the right, to the extent that the exercise of such right shall be within the control of the Debtor, during normal business hours and upon reasonable prior notice: (i) to inspect the Collateral, all files relating thereto and the premises upon which any of the Collateral is located, and (ii) to discuss the Debtor's affairs and finances, insofar as the same are reasonably related to the rights of the Agent hereunder with any person, to verify the amount, quantity, value and condition of, or any other matter relating to, any of the Collateral, subject to the limitations contained in the immediately following subsection (i).
- (f) **Other Information/Future Commercial Tort Claims.** The Debtor shall furnish to the Agent such other information with respect to the Collateral, including, but not limited to, physical listings of Inventory and Equipment, as the Agent may reasonably request from time to time. The Debtor shall furnish to the Agent a description of any Commercial Tort Claim that is hereafter held by the Debtor.
- (g) **Payments Directly to Agent.** Upon an Event of Default which is continuing, the Agent, for and behalf of itself and the Lenders, may at any time and from time to time notify, or request the Debtor to notify, in writing or otherwise, any account debtor or other obligor with respect to any Receivable, Assigned Contract or other Collateral to make payment to the Agent or any agent or designee of the Agent directly, at such address as may be specified by the Agent. If, notwithstanding the giving of any notice, any such account debtor or other obligor shall make payment to the Debtor, the Debtor shall hold all such payments it receives in trust for the Agent and the Lenders, without commingling the same with other funds or property of or held by the Debtor, and shall deliver the same to the Agent or any such agent or designee promptly upon receipt by the Debtor in the identical form received, together with any necessary endorsements.
- (h) **Sale of Collateral.** The Debtor shall not sell, lease, transfer or otherwise dispose of any Collateral except (i) the sale of Inventory in the ordinary course of its business, (ii) as permitted under the Loan Agreement, or (iii) as may be otherwise agreed by the Agent. The inclusion of "proceeds" of the Collateral under the Security Interest shall not be deemed a consent by the Agent to any other sale or other disposition of any part or all of the Collateral.
- (i) **Liens.** The Debtor shall not create, assume, incur or permit or suffer to exist or to be created, assumed or incurred, any Lien upon any of the Collateral whether now owned or hereafter acquired other than Permitted Encumbrances and except as may be otherwise agreed by the Agent.

- (j) **Accessions and Fixtures.** The Debtor shall prevent the Collateral from becoming an accession to any personal property not subject to the Security Interest, or becoming affixed to any real property.
 - (k) **Governmental Requirements.** The Debtor shall observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held.
 - (l) **Payment of Expenses.** The Debtor shall pay all reasonable out-of-pocket expenses, including attorneys' and Receivers' fees and disbursements, actually incurred by the Agent or its agents (including any Receiver) in connection with the preparation, perfection, preservation, and enforcement of this agreement; including all expenses incurred by the Agent or such agents in dealing with other creditors of the Debtor in connection with the establishment and confirmation of the priority of the Security Interest; all of which expenses shall be payable forthwith upon demand and shall form part of the Obligations.
 - (m) **Further Action.** At Agent's request, the Debtor shall execute and deliver further documents and instruments and do all acts as the Agent in its absolute discretion requires to confirm, register and perfect, and maintain the creation and perfection of, the Security Interests.
 - (n) **Notice.** The Debtor shall promptly notify the Agent of:
 - (i) any change in the information contained in this Agreement relating to the Debtor, its business or the Collateral, including, without limitation, any change of name or address (including any change of trade name, proprietor or partner) and any change in the present location of any Collateral to a location that is not subject to a landlord or processor waiver, as applicable, in favor of the Agent;
 - (ii) the details of any acquisition of Collateral in excess of \$25,000;
 - (iii) any loss or damage to the Collateral in excess of \$25,000;
 - (iv) any default by any account debtor in the payment or other performance of its obligations in excess of \$25,000 to the Debtor respecting any Accounts;
 - (v) the return to or repossession by the Debtor of Collateral in excess of \$500,000 that was disposed of by the Debtor; and
 - (vi) all additional places of business and any changes in its place(s) of business or chief executive office.
6. **The Agent Appointed Attorney-in-Fact.** The Debtor hereby irrevocably appoints the Agent as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, upon an Event of Default that is

continuing to take any action and (provided the Debtor has failed to execute such instrument or document or taken any such action after having been requested to do so by the Agent) to execute any instrument or document which the Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Agent may have under, or as a result of, this Agreement, including, without limitation: (i) to obtain and adjust insurance required to be maintained pursuant to Section 5(c) hereof; (ii) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral including any Receivable; (iii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) or (ii) above; (iv) to sell or assign any Receivable upon such terms, for such amount and at such time or times as the Agent deems advisable, to settle, adjust, compromise, extend or renew any Receivable or to discharge and release any Receivable; and (v) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent with respect to any of the Collateral. The power-of-attorney granted hereby shall be irrevocable and coupled with an interest.

7. **The Agent May Perform.** If the Debtor fails to perform any agreement contained herein, the Agent may, upon reasonable written notice to the Debtor, itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall constitute Obligations secured hereby.
8. **The Agent's Duties.** The powers conferred on the Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers.
9. **Remedies.** The Agent may take any or all of the following actions upon the occurrence and continuance of an Event of Default hereunder.

(a) **Acceleration**

- (i) **Automatic.** Upon the occurrence of an Event of Default specified in subsection (xiii) of the definition "Event of Default" in the Loan Agreement, all of the Obligations shall become automatically due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived, anything in this Agreement or any other agreement evidencing any Obligations to the contrary notwithstanding.
- (ii) **Optional.** If any other Event of Default shall have occurred, the Agent may declare all of the Obligations to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Agreement or any other agreement evidencing any Obligations to the contrary notwithstanding.

(b) **Inventory and Equipment**

- (i) **Entry.** The Agent may enter upon any premises on which Inventory or Equipment may be located and, without resistance or interference by the Debtor, take physical possession of any or all thereof and maintain such possession on such premises or move the same or any part thereof to such other place or places as the Agent shall reasonably choose.
 - (ii) **Warehousing.** The Agent may cause any of the Inventory and Equipment to be placed in a public or field warehouse.
- (c) **Rights as a Secured Creditor.** The Agent may exercise all of the rights and remedies of an agent under the Uniform Commercial Code and under any other Applicable Law, including, without limitation, the right to sell the Collateral or any part thereof in one or more parcels at public or private sale at any location chosen by the Agent, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as may be commercially reasonable. The Debtor agrees that at least 10 days' notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.
- (d) **Appointment of Receiver.** The Agent may appoint by instrument in writing a receiver, monitor, consultant, liquidator, trustee or a receiver and manager (each of which is herein called a "**Receiver**") in respect of the Debtor and/or the Collateral or any portion thereof. Any Receiver appointed by the Agent may be any person or persons, and the Agent may remove any Receiver so appointed and appoint another or others inserted. The Receiver may exercise all powers of the Agent as provided in this Agreement. The Receiver shall act as agent for the Agent for the purposes of taking possession of the Collateral, and (except as provided below) as agent for the Debtor for all other purposes, including without limitation the occupation of any premises of the Debtor and in carrying on the Debtor's business. For the purposes of realizing upon the Security Interest, the Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Agent as it may determine in its discretion. The Debtor agrees to ratify and confirm all actions of the Receiver acting as agent for the Agent, and to release and indemnify the Receiver in respect of all such actions.
- (e) **Receivables/Assigned Contracts.** The Agent shall have the right to assert, either directly or on behalf of the Debtor, any and all rights and claims the Debtor may have under any Receivables and/or any of the Assigned Contracts as the Agent may reasonably deem proper and to receive and collect any and all Receivables and Assigned Contracts and any and all rent, fees, damages, awards and other

monies arising thereunder or resulting therefrom and to apply the same on account of any of the Obligations.

- (f) **Exercise of Voting Rights with Respect to Securities.** The Agent may exercise all voting rights attached to the Securities (whether or not registered in the name of the Agent or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the absolute owner thereof; and exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Securities as if it were the absolute owner thereof.
 - (g) **Right to Carry on Debtor's Business.** The Agent may carry on the business of the Debtor or any portion thereof.
 - (h) **Borrow Money.** The Agent may borrow money for the maintenance, preservation or protection of the Collateral or the carrying on of the business of the Debtor, and charge and grant further security interests in the Collateral in priority to the Security Interest, as security for the money so borrowed.
10. **Application of Proceeds.** All proceeds from each sale of, or other realization upon, all or any part of the Collateral upon an Event of Default shall be applied or paid over as follows:
- (a) **First:** to the payment of all reasonable costs and out-of-pocket expenses incurred by the Agent and the Lenders in connection with the enforcement of the Security Interest or such sale or other realization, including reasonable attorneys' fees actually incurred in connection with the foregoing;
 - (b) **Second:** to the payment of the interest and/or principal due upon any of the Obligations, in any order which the Agent and the Lenders may elect; and
 - (c) **Third:** the balance (if any) of such proceeds shall be paid to the Debtor or to whomsoever may be legally entitled thereto.

The Debtor shall remain liable and shall pay, on demand, any deficiency remaining in respect of the Obligations.

11. **Rights Cumulative.** The rights and remedies of the Agent and the Lenders under this Agreement, the Loan Agreement, the Credit Documents and each other document or instrument evidencing or securing the Obligations shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. In exercising its rights and remedies the Agent and the Lenders may be selective and no failure or delay by the Agent and the Lenders in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.
12. **Amendments, Etc.** No amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor herefrom shall in any event be effective unless the

same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. **Notices.** Unless otherwise provided herein, all notices and other communications provided for hereunder shall be in writing c/o the Borrower and shall be given in accordance with the provisions of the Loan Agreement.
14. **Continuing Security Interest.** This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Obligations, (ii) be binding upon the Debtor, its successors and assigns and (iii) inure the benefit of the Agent and the Lenders, and their successors and assigns. The Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefore.
15. **Applicable Law.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING, BUT NOT LIMITED TO THE LAWS OF THE STATE OF NEW YORK) WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.**
16. **Litigation/Waivers**
 - (a) **THE AGENT AND THE DEBTOR BOTH ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE RELATIONSHIP OF THE DEBTOR AND THE AGENT ESTABLISHED HEREBY AND THE DOCUMENTS AND INSTRUMENTS EVIDENCING THE OBLIGATIONS WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES. ACCORDINGLY, EACH OF THE AGENT AND THE DEBTOR HEREBY WAIVES ITS RESPECTIVE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT OR TRIBUNAL IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST THE DEBTOR OR THE AGENT ARISING OUT OF THIS AGREEMENT, THE OBLIGATIONS OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HERewith OR THEREWITH OR IN CONNECTION WITH THE COLLATERAL OR THE SECURITY INTEREST THEREIN OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE DEBTOR AND AGENT OF ANY KIND OR NATURE.**
 - (b) **THE DEBTOR AND AGENT EACH HEREBY AGREE THAT ANY COURT OF RECORD OF THE STATE OF NEW YORK OR ANY U.S. FEDERAL COURT LOCATED IN THE STATE OF NEW YORK, SHALL HAVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE DEBTOR AND THE AGENT, PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE**

OBLIGATIONS OR TO ANY MATTER ARISING THEREFROM, THE COLLATERAL OR THE SECURITY INTEREST THEREIN OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HERewith OR THEREWITH. THE DEBTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURTS AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE CHOICE OF FORUM SET FORTH IN THIS PARAGRAPH SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY THE AGENT OR THE ENFORCEMENT BY THE AGENT OF ANY JUDGMENT OBTAINED IN SUCH FORUM IN ANY OTHER APPROPRIATE JURISDICTION.

(c) **THE FOREGOING WAIVERS HAVE BEEN MADE WITH THE ADVICE OF COUNSEL AND WITH A FULL UNDERSTANDING OF THE LEGAL CONSEQUENCES THEREOF.**

17. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.
18. **Counterparts.** This Agreement may be executed in several counterparts and by facsimile transmission, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or emailed PDF and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.
19. **Entire Agreement.** This Agreement, including any schedules attached hereto and the other Credit Documents, constitutes the entire agreement between the Debtor and the Agent relating to the Security Interest and enforcement thereof. There are no representations, warranties or collateral agreements in effect between the Debtor and the Agent relating to the subject matter hereof; and possession of an executed copy of this Agreement by the Agent constitutes conclusive evidence that it was executed and delivered by the Debtor free of all conditions.

20. **Paramountcy.** If there is any conflict or inconsistency between this Agreement and Loan Agreement, the provisions of the Loan Agreement shall govern and prevail, but only to the extent of such conflict or inconsistency.

21.

22. **Definitions**

(a) Unless otherwise set forth herein to the contrary, all terms not otherwise defined herein and which are defined in the Uniform Commercial Code are used herein with the meanings ascribed to them in the Uniform Commercial Code.

(b) For the purposes of this Agreement:

“**Agreement**” means this U.S. General Security Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time.

“**Applicable Law**” shall have the meaning ascribed thereto in the Loan Agreement.

“**Assigned Contract**” means any contract or agreement to which the Debtor is a party or which runs in favor of the Debtor and which constitutes part of the Collateral.

“**Business Day**” shall have the meaning ascribed thereto in the Loan Agreement.

“**Collateral**” means all of the Debtor’s right, title and interest in and to each of the following, wherever located and whether now or hereafter existing, or now owned or hereafter acquired or arising:

- (i) all Receivables;
- (ii) all Inventory;
- (iii) all Equipment;
- (iv) all rights of the Debtor as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to any Inventory or other properties of the Debtor;
- (v) all general intangibles of the Debtor including, but not limited to, all contract rights of the Debtor but not any trademarks, trade names, patents, copyrights or other such intellectual property of the Debtor;
- (vi) all documents of title, policies and certificates of insurance, chattel paper and instruments of the Debtor;

- (vii) all books, records, files and correspondence in any way related to any of the foregoing or otherwise pertaining to the business operations of the Debtor howsoever and wheresoever stored and located;
- (viii) any and all balances, credits, deposits, accounts, bank accounts, items and monies of the Debtor now or hereafter on deposit with any financial institution and all property of the Debtor of every kind and description now or hereafter in the possession or control of the Agent for any reason; and
- (ix) any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of the Debtor against third parties for loss of, damage to or destruction of, any or all of the Collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, instruments, accounts receivable, goods, documents and chattel paper.

The "**Collateral**" includes in any event (and without limitation of the foregoing definition of the Collateral) any and all of Debtor's present and future right, title and interest in and to all (i) Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods (including, but not limited to, Equipment, Farm Products, Fixtures and Inventory), Instruments, Investment Property, Letter-of-Credit Rights, money and other personal property regardless of kind or nature, and (ii) Supporting Obligations, Proceeds and Products, arising out of or otherwise relating to any of the things referred to in this sentence (with each capitalized term in this sentence (other than "Debtor") having the meaning attributed to it in the Uniform Commercial Code.

"**Credit Documents**" shall mean any and all other documents, instruments and agreements which are ancillary to the Loan Agreement.

"**Debtor**" has the meaning set forth in the first paragraph hereof.

"**Equipment**" means all equipment, machinery, apparatus, fittings, fixtures and other tangible personal property (other than Inventory) of every kind and description used in the Debtor's business operations or owned by the Debtor or in which the Debtor has an interest, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor.

"**Event of Default**" shall mean any Event of Default under the Loan Agreement.

"**Financing Statements**" means any and all financing statements in connection with the perfection of the Security Interest, together with any amendments thereto and any continuations thereof.

"Governmental Approvals" means all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and reports to, all governmental bodies.

"Inventory" means (a) all inventory of the Debtor and all goods intended for sale or lease by the Debtor, or for display or demonstration; (b) all work-in-process; (c) all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing, renting or furnishing of such goods or otherwise used or consumed in the Debtor's business; and (d) all documents relating to any of the foregoing.

"Lien" means any mortgage, hypothec, title retention, pledge, lien, claim, trust, assignment, right of set-off, charge, security interest or other encumbrance whatsoever, whether fixed or floating and howsoever created or arising.

"Permitted Encumbrances" shall have the meaning ascribed thereto in the Loan Agreement.

"person" shall have the meaning ascribed thereto in the Loan Agreement.

"Receivables" means all accounts and any and all rights to the payment of money or other forms of consideration of any kind (whether classified under the Uniform Commercial Code as accounts, chattel paper, general intangibles, or otherwise) for goods sold or leased or for services rendered including, but not limited to, accounts receivable, proceeds of any letters of credit naming the Debtor as beneficiary, chattel paper, tax refunds, insurance proceeds, contract rights, notes, drafts, instruments, documents, acceptances, and all other debts, obligations and liabilities in whatever form from any person.

"Receiver" has the meaning set forth in Section 9(d) hereof.

"Agent" has the meaning set forth in the first paragraph hereof.

"Securities" means all present and future securities held by the Debtor, including shares, options, rights, warrants, joint venture interests, interests in limited partnerships, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Debtor in property or in an enterprise or which constitute evidence of an obligation of the issuer; and including an uncertificated security and all substitutions therefor and dividends and income derived therefrom.

"Security Interest" means the Lien of the Agent upon, and the collateral assignments to the Agent of, the Collateral effected hereby or pursuant to the terms hereof.

"Undertaking" means all present and future real and personal property, business, and undertaking of the Debtor not being Inventory, Equipment, accounts,

intangibles, documents of title, chattel paper, instruments, money, Securities, or documents.

“Uniform Commercial Code” shall mean the Uniform Commercial Code as in effect in the State of Texas, as the same may be amended from time to time.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered to and in favor of the Agent by its duly authorized officers under seal as of the date first above written.

PITTSBURG BOTTOM LINE, L.L.C.

By:



Name: Nicholas J Kuneman

Authorized Signing Officer

I have authority to bind the Limited Liability Company

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered to and in favor of the Agent by its duly authorized officers under seal as of the date first above written.

PITTSBURG BOTTOM LINE, L.L.C.

By: _____

Name: _____

Authorized Signing Officer

I have authority to bind the Limited Liability Company

GUARANTY

THIS GUARANTY, dated with effect as of the 27th day of November, 2017, is made by **PITTSBURG BOTTOM LINE, L.L.C.**, a limited liability company organized under the laws of the State of Texas (the “**Guarantor**”).

WHEREAS Allied Track Services Inc. (the “**Debtor**”) has, among others, entered into an amended and restated letter credit agreement dated November 15, 2017 (as it may be amended, supplemented or replaced from time to time is herein called, the “**Amended and Restated Loan Agreement**”) with **BRIDGING FINANCING INC.** as agent (the “**Agent**”) for the lenders from time to time under the Amended and Restated Loan Agreement (collectively, the “**Lenders**”);

AND WHEREAS the Guarantor will be joined as an obligor and a guarantor thereunder pursuant to that certain joinder to the amended and restated loan agreement executed and delivered as of the date hereof (the “**Joinder**” and together with the Amended and Restated Loan Agreement, the “**Loan Agreement**”);

AND WHEREAS the Guarantor and the Debtor are operated as part of one combined business group and are dependent upon each other for and in connection with their respective business activities and financial resources;

AND WHEREAS it is a condition to the extension of credit by the Agent and the Lenders to the Debtor that all subsidiaries of the Debtor provide certain guaranties in respect of the Debtor’s present and future, direct and indirect obligations to the Agent and the Lenders and, accordingly, the Guarantor has provided this Guaranty;

AND WHEREAS the Guarantor is dependent on the Debtor for certain of its working capital needs and will obtain working capital and substantial direct and indirect economic, financial and other benefits as a result of the extensions of credit to the Debtor under the Loan Agreement; and, accordingly, the Guarantor desires to enter into this Guaranty in order to satisfy the condition described in the preceding paragraph;

NOW THEREFORE, in consideration of the foregoing and other benefits accruing to the Guarantor, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby makes the following representations and warranties to the Agent and Lenders and hereby covenants and agrees with the Agent and the Lenders as follows:

1. The Guarantor hereby unconditionally and irrevocably guarantees to the Agent and the Lenders, the due and punctual payment of all present and future, direct or indirect, contingent or absolute, indebtedness, liabilities and obligations of the Debtor to the Agent and the Lenders, including, but not limited to, the due and punctual payment of fees, principal and interest owing by the Debtor to the Agent and the Lenders under the Loan Agreement as and when the same shall become due and payable, whether at stated maturity, by acceleration or otherwise (the “**Guaranteed Obligations**”). In case of failure by the Debtor, to punctually pay any of the Guaranteed Obligations, the Guarantor hereby unconditionally agrees to make such payment forthwith upon demand by the Agent.

2. This Guaranty shall be a continuing guaranty and shall secure the Guaranteed Obligations and any ultimate balance thereof, notwithstanding that the Debtor may from time to time satisfy the Guaranteed Obligations in whole or in part and thereafter incur further Guaranteed Obligations.
3. All monies, advances, renewals or credits in fact borrowed or obtained from the Agent and the Lenders by the Debtor shall be deemed to form part of the Guaranteed Obligations, notwithstanding any lack or limitation of status or power, incapacity or disability of the Debtor or its respective directors, officers, employees or agents, or that the Debtor may not be a legal entity or that such borrowing or obtaining of monies, advances, renewals or credits or the execution and delivery of any agreement or document by or on behalf of the Debtor is in excess of the powers of the Debtor or any of its directors, officers, employees or agents or is in any way irregular, defective, fraudulent or informal. The Agent and the Lenders have no obligation to enquire into the powers of the Debtor or any of its directors, officers, employees or agents acting or purporting to act on their or its behalf, and shall be entitled to rely on this provision notwithstanding any actual or imputed knowledge regarding any of the foregoing matters.
4. The obligations of the Guarantor under this Guaranty shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:
 - (a) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Debtor under any Credit Document or any other document, instrument or agreement ancillary to the Loan Agreement, or of any other guarantor of any of the Guaranteed Obligations, by operation of law or otherwise;
 - (b) any modification or amendment of or supplement to the Loan Agreement or any other Credit Document, or the waiver of any term or condition contained therein;
 - (c) any lack of validity or enforceability in whole or in part of the Guaranteed Obligations, any Credit Document or any other agreement between the Agent and the Lenders and the Debtor relating to the advance of monies or granting of credit to the Debtor;
 - (d) any change in the name, purposes, capital stock, organizational documents or by-laws, ownership or control of the Debtor;
 - (e) any change in the corporate existence, structure or ownership of (including any of the foregoing arising from any merger, consolidation, amalgamation or similar transaction), or any insolvency, bankruptcy, reorganization or other similar proceeding affecting, the Debtor, any other guarantor of any of the Guaranteed Obligations, or any of their respective assets, or any resulting release or discharge of any obligation of the Debtor or of any other such guarantor contained in any Credit Document (it being understood and agreed that the term “**Debtor**” as used in this Guaranty shall mean and include any corporation, partnership, association

or any other entity or organization resulting from a merger, consolidation, amalgamation or similar transaction involving the Debtor);

- (f) the existence of any claim, set-off or other rights which the Debtor or the Guarantor may have at any time against the Agent and the Lenders or any other person, whether arising in connection with the Credit Documents or this Guaranty or otherwise;
- (g) the loss of or failure to obtain, register, perfect or maintain any security interest held by the Agent, whether occasioned through the Agent's failure or neglect or otherwise;
- (h) the valuation by the Agent of any of its collateral, which shall not be considered as a purchase of such collateral, or as payment on account of the Guaranteed Obligations;
- (i) any failure to assert, or any assertion of, any claim or demand or any exercise of, or failure to exercise, any rights or remedies against the Debtor or any other guarantor of any of the Guaranteed Obligations or any of their respective properties;
- (j) any application of any sums by whomsoever paid or howsoever realized to any obligation of the Debtor regardless of what Guaranteed Obligations of the Debtor remain unpaid;
- (k) any provision of Applicable Law or regulation purporting to prohibit the payment by the Debtor or any other guarantor of any of the Guaranteed Obligations; or
- (l) any other act or omission of any kind by the Agent and the Lenders or any other circumstance whatsoever that might constitute a legal or equitable discharge of the Guaranteed Obligations of the Guarantor hereunder.

In order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the Agent, at any time, to resort for payment to the Debtor or any other guarantor of any of the Guaranteed Obligations, or resort to any collateral, security, property, liens or other rights or remedies whatsoever, and the Agent shall have the right to enforce this Guaranty irrespective of whether or not other proceedings or steps seeking resort or realization upon or from any of the foregoing are pending.

5. Without realizing, discharging, limiting or otherwise affecting in whole or in part the obligations of the Guarantor under this Guaranty, and without notice to or the consent of the Guarantor, the Agent may from time to time:
 - (a) amend the terms and conditions applicable to the Guaranteed Obligations, waive compliance with any such terms or conditions in whole or in part, or amend or terminate any agreement applicable to the Guaranteed Obligations;

- (b) make advances to the Debtor and receive repayments in respect of the Guaranteed Obligations, and increase or decrease the amount of credit available to the Debtor;
- (c) grant time, renewals, extensions, indulgences, releases and discharges to the Debtor;
- (d) take or refrain from taking guaranties from other parties or collateral from the Debtor, any guarantor of the Debtor or any other party, or from filing or registering any financing statement or other instrument or perfecting any security interest;
- (e) release, discharge, compromise, realize, enforce or otherwise deal with or do any act or thing in respect of any and all collateral given by the Debtor, any guarantor of the Debtor or any other party, with or without consideration;
- (f) accept compromises or arrangements from the Debtor, any guarantor of the Debtor or any other party;
- (g) exercise any right or remedy which it may have against the Debtor, any guarantor of the Debtor or any other party or with respect to any collateral;
- (h) apply all monies at any time received from the Debtor, any guarantor of the Debtor or other party or from the proceeds of any collateral upon such part of the Guaranteed Obligations as the Agent may see fit, or change any such application in whole or in part from time to time as the Agent may see fit, notwithstanding any direction which may be given to the Agent regarding application of such monies by the Debtor, any guarantor of the Debtor or any other party; and
- (i) otherwise deal with, or waive or modify its right to deal with, the Debtor, any guarantor of the Debtor or any other party and all collateral held by the Agent granted pursuant to the Credit Documents, as the Agent may see fit in its absolute discretion.

Any amount which is not enforceable hereunder as a guaranty shall be recoverable from the Guarantor as principal Debtor. Accordingly, the Guarantor shall not be discharged nor shall the liability of the Guarantor be affected by any act, thing, omission or means whatsoever which would have resulted in the discharge or release of the liability of the Guarantor under this Guaranty if the Guarantor had not been liable as principal Debtor.

6. The Guarantor's obligations hereunder shall remain in full force and effect until the commitment by the Agent to extend credit to the Debtor under the Credit Documents is terminated and the Guaranteed Obligations shall have been indefeasibly paid and satisfied in full. If at any time any payment by the Debtor under the Credit Documents is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Debtor or of any other guarantor of any of the Guaranteed Obligations, or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had become due but had not been made at such time.

7.
 - (a) The Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by the Agent or any other person against the Debtor or any other guarantor of any of the Guaranteed Obligations.
 - (b) The Guarantor hereby agrees not to exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to the Guarantor against the Debtor or any other guarantor of any of the Guaranteed Obligations, or as to any collateral therefor, unless and until the commitment by the Agent to extend credit to the Debtor under the Credit Documents is terminated and the Guaranteed Obligations shall have been paid and satisfied in full. The Guarantor shall have no right to be subrogated to the Agent and the Lenders unless: (i) the Guarantor shall have paid to the Agent and the Lenders an amount equal to the then outstanding amount of the Guaranteed Obligations together with all interest, expenses and other amounts due hereunder; (ii) any other party regarded by the Agent and the Lenders as having a potential right of subrogation shall have waived such right and consented in writing to the subrogation; (iii) the Agent and the Lenders shall have received from the Debtor a release of all claims and demands which the Debtor may have against the Agent and the Lenders, including any obligation of the Agent and the Lenders to grant additional credit to the Debtor; and (iv) the Guarantor shall have executed and delivered to the Agent and the Lenders a release of any claims which the Guarantor may have against the Agent and the Lenders in respect of the Guaranteed Obligations or this Guaranty, together with an acknowledgment that the Guaranteed Obligations and any collateral assigned by the Agent and the Lenders to the Guarantor shall be assigned on an "as is, where is" basis and without recourse to the Agent and the Lenders. All documents listed above shall be in form and substance satisfactory to the Agent and the Lenders.
8. The Guarantor hereby represents and warrants to the Agent and the Lenders that:
 - (a) the Guarantor is not insolvent and will not be rendered insolvent or left with unreasonably small capital as a result of giving this Guaranty;
 - (b) the Guarantor and the Debtor operate as a single consolidated business group (along with other entities) for purposes of GAAP and are dependent upon each other for and in connection with their respective business activities and financial resources. The extension of credit to the Debtor by the Agent and the Lenders constitutes an economic benefit to the Guarantor and is in the best interests of the Guarantor. The board of directors or other management board of the Guarantor has deemed it advisable and in the best interest of the Guarantor that this Guaranty be entered into.
 - (c) subject to Section 25, the fair value of the business and assets of the Guarantor after taking into account the likelihood of any payment being required in respect of any contingent liability (including, without limitation, the Guaranteed Obligations), is in excess of the amount that will be required to pay its liabilities

(including, without limitation, contingent, subordinated, unmatured and unliquidated liabilities on existing debts, as such liabilities may become absolute and matured), in each case both before and after giving effect to this Guaranty. Subject to Section 25, after giving effect to this Guaranty, the Guarantor will not be insolvent and will not be engaged in any business or transaction or about to be engaged in any business or transaction, for which it has unreasonably small capital, and the Guarantor does not have any intent to hinder, delay or defraud any entity to which it is, or will become, indebted or to incur debts that would be beyond its ability to pay as they mature.

9. The Guarantor hereby covenants and agrees that if any judicial proceeding is brought by the Agent and the Lenders against the Guarantor to enforce any right or remedy under this Guaranty, no immunity from such proceedings will be claimed by or on behalf of the Guarantor or with respect to its properties.
10. If acceleration of the time for payment of any amount payable by the Debtor under the Loan Agreement or any other Credit Document is stayed upon the insolvency, bankruptcy or reorganization of the Debtor, all such amounts otherwise subject to acceleration under the terms of the Loan Agreement or the other Credit Documents shall nonetheless be payable by the Guarantor hereunder, forthwith on demand by the Agent.
11. Any payment of a Guaranteed Obligation required to be made pursuant to this Guaranty shall be made in the currency which such Guaranteed Obligation is required to be made in pursuant to the Loan Agreement or such other Credit Document giving rise to such Guaranteed Obligation.
12. This Guaranty shall be binding upon the Guarantor and its successors and assigns and shall enure to the benefit of the Agent and the Lenders and its respective successors and assigns. The Agent and the Lenders may, to the extent permitted by the Loan Agreement, sell, transfer or assign its respective rights in the Guaranteed Obligations held by it, or any part thereof, and in that event, each and every immediate and successive assignee or transferee of all or any part of the Guaranteed Obligations shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder as fully as if such assignee or transferee or holder were herein by name specifically given such rights, powers and benefits; but the Agent and the Lenders shall have an unimpaired right to enforce this Guaranty for its own benefit or for the benefit of any participant as to so much of the Guaranteed Obligations that it has not sold, assigned or transferred.
13. The Guarantor acknowledges that executed (or conformed) copies of the Loan Agreement and the other Credit Documents have been made available to its principal executive officers and such officers are familiar with the contents thereof.
14. Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by the Debtor, or others (including the Guarantor), with respect to any of the Guaranteed Obligations shall, if the statute of limitations in favor of the Guarantor against the Agent and the Lenders shall have commenced to run, toll the

running of such statute of limitations, and if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

15. The records of the Agent and Lenders as to the unpaid balance of the Guaranteed Obligations at any time and from time to time shall be prima facie evidence thereof without further or other proof for all purposes, including the enforcement of this Guaranty and any collateral therefor.
16. Except as otherwise required by law, each payment by the Guarantor hereunder shall be made without withholding for or on account of any present or future taxes (other than overall net income taxes on the recipient) imposed by or within the jurisdiction in which the Guarantor is domiciled, any jurisdiction from which the Guarantor makes any payment, or (in each case) any political subdivision or taxing authority thereof or therein. If any such withholding is so required, the Guarantor shall make the withholding, pay the amount withheld to the appropriate governmental authority before penalties attach thereto or interest accrues thereon and forthwith pay such additional amount as may be necessary to ensure that the net amount actually received by the Agent and the Lenders free and clear of such taxes (including such taxes on such additional amount) is equal to the amount which the Agent and the Lenders would have received had such withholding not been made.
17. Each reference in the Loan Agreement or any other Credit Document to currency of the United States of America or to an alternative currency (the “**relevant currency**”) is of the essence. To the fullest extent permitted by law, the obligation of the Guarantor in respect of any amount due in the relevant currency under the Loan Agreement shall, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in the relevant currency that the Agent and the Lenders entitled to receive such payment may, in accordance with normal banking procedures, purchase with the sum paid in such other currency (after any premium and costs of exchange) on the business day immediately following the day on which the Agent and the Lenders receives such payment. If the amount of the relevant currency so purchased is less than the sum originally due to the Agent and the Lenders in the relevant currency, the Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Agent and the Lenders against such loss, and if the amount of the specified currency so purchased exceeds the amount originally due to the Agent and the Lenders in the specified currency the Agent and the Lenders agree to remit such excess to the Guarantor.
18. The Guarantor shall from time to time forthwith upon demand pay to the Agent and the Lenders all reasonable legal fees and other expenses incurred by the Agent and the Lenders in the preservation or enforcement of any of its rights hereunder.
19. After demand for payment by the Agent and the Lenders under this Guaranty which payment has not been made, the Agent and the Lenders may from time to time set-off the obligations of the Guarantor to the Agent and the Lenders under this Guaranty against any and all deposits at any time held by the Agent and the Lenders for the account of the

Guarantor and any other indebtedness at any time owing by the Agent and the Lenders to the Guarantor.

20. This Guaranty constitutes the entire agreement between the Guarantor, the Agent and the Lenders relating to the subject-matter hereof, and no amendment shall be effective unless made in writing. Possession of a signed copy of this Guaranty shall constitute conclusive evidence that: (i) this Guaranty was signed and delivered by the Guarantor to the Agent and the Lenders free of all conditions; (ii) there is no agreement or understanding between the Agent, the Lenders and the Guarantor that this Guaranty was delivered in escrow or is not intended to be effective until the occurrence of any event or the satisfaction of any condition; (iii) neither the Agent or the Lenders has made representations, statements or promises to the Guarantor regarding the Debtor, the collateral held by the Agent and the Lenders, the circumstances under which the Agent and the Lenders may enforce this Guaranty, the manner in which the Agent and the Lenders might enforce this Guaranty or any other matter which might conflict with the provisions expressly set out herein; and (iv) there are no representations, statements, promises, understandings, warranties, conditions or collateral agreements between the Agent, the Lenders and the Guarantor relating to the subject-matter of this Guaranty, other than as set out herein.
21. **THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.**
22. The obligation of the Guarantor hereunder shall be absolute and unconditional under all circumstances and irrespective of the validity or the enforceability of the Guaranteed Obligations and irrespective of any present or future law of any government or of any agency thereof purporting to reduce, amend or otherwise affect any of the Guaranteed Obligations. To the extent that the Guarantor or any of its properties or revenues has or hereafter may acquire any right of immunity from suit, judgment or execution, the Guarantor hereby irrevocably waives such right of immunity in respect of its Guaranteed Obligations hereunder and in respect of any action or proceeding, wherever brought, to enforce any judgment against the Guarantor for breach of any of such Guaranteed Obligations.
23. **THE GUARANTOR HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY COURT OF RECORD OF THE STATE OF NEW YORK OR ANY U.S. FEDERAL COURT LOCATED IN THE STATE OF NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY, THE LOAN AGREEMENT, THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, AND CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED OR CERTIFIED MAIL TO THE GUARANTOR OR THE PROCESS AGENT SET OUT ON THE LAST PAGE HEREOF, WHICH THE GUARANTOR HEREBY IRREVOCABLY APPOINTS AS ITS AGENT TO RECEIVE, FOR IT AND ON ITS BEHALF, SERVICE OF PROCESS IN ANY**

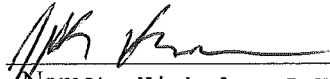
ACTION OR PROCEEDING IN NEW YORK. Such service shall be deemed completed 3 business days after such mailing by certified or registered mail to the Guarantor or such process agent (whether or not a copy is forwarded to and received by the Guarantor) provided that notice of such service of process on such process agent is given by mail by the Agent to the Guarantor. If, for any reason, such process agent ceases to be able to act as process agent, the Guarantor irrevocably agrees to appoint a substitute process agent acceptable to the Agent and to deliver to the Agent a copy of the new agent's acceptance of that appointment within thirty days. Nothing contained herein shall affect the right of the Agent to serve legal process in any other manner or to bring any proceeding hereunder in any jurisdiction where the Guarantor may be amenable to suit. The Guarantor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Final judgment (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness of the Guarantor to the Agent therein described) against the Guarantor in any such legal action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment. **THE GUARANTOR AND THE AGENT AND THE LENDERS HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE GUARANTY, ANY CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

24. If there is any conflict or inconsistency between this Guaranty and the Loan Agreement, the provisions of the Loan Agreement shall govern and prevail, but only to the extent of such conflict or inconsistency.
25. The payment of the Guaranteed Obligations shall not be guaranteed by the Guarantor to the extent of any amount in excess of the maximum amount that can be so guaranteed without rendering this Guaranty unenforceable under Applicable Law as a fraudulent conveyance or transfer.
26. The Guarantor shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and singular every such further act, deed, transfer, assignment, assurance, document and instrument as Agent may reasonably require for the better accomplishing and effectuating of this Guaranty and the provisions contained herein, and every officer of the Agent is irrevocably appointed attorneys or attorney to execute in the name and on behalf of the Guarantor any document or instrument for the said purpose; provided that the Agent may exercise this power of attorney only if the Guarantor has failed to execute any such document after having been requested to do so in writing by the Agent.

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IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered under seal by its duly authorized signing officer as of the date first above written.

PITTSBURG BOTTOM LINE, L.L.C.

By: 
Name: Nicholas J Kuneman
Authorized Signing Officer

I have authority to bind the Limited Liability Company.

U.S. Mailing Address:

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered under seal by its duly authorized signing officer as of the date first above written.

PITTSBURG BOTTOM LINE, L.L.C.

By: _____

Name: Dave Malary
Authorized Signing Officer

I have authority to bind the Limited Liability Company.

U.S. Mailing Address:

4615 Woodland Ave.
Western Springs, IL
60558

GUARANTEE AGREEMENT

THIS GUARANTEE AGREEMENT (as the same may be amended, restated, supplemented or replaced, from time to time, this “**Agreement**”) is dated with effect as of this 8th day of March, 2017 and executed and delivered by **SWIFT RAILROAD HOLDINGS U.S. LLC** (the “**Guarantor**”) to and in favour of **BRIDGING FINANCING INC.** as agent (the “**Agent**”) for the lenders from time to time under the Loan Agreement (as defined below) (collectively, the “**Lenders**”).

RECITALS:

- A. Allied Track Services Inc. (the “**Borrower**”) is or is about to become indebted to the Agent and the Lenders pursuant to a letter credit agreement among, *inter alios*, the Borrower, the Guarantor and the Agent dated with effect as of the date hereof (as further amended, supplemented, replaced or restated from time to time, the “**Loan Agreement**”);
- B. As security for the payment and performance of the obligations of the Borrower to the Agent and the Lenders under the Loan Agreement, the Guarantor has agreed to guarantee payment of the obligations to the Agent and the Lenders under the Loan Agreement on the terms and subject to the conditions hereinafter set forth; and
- C. It is in the best interests of the Guarantor to execute and deliver this Agreement, inasmuch as the Guarantor will derive substantial direct and indirect benefits from the establishment of the aforesaid credit facilities by the Agent and the Lenders in favour of the Borrower.

NOW THEREFORE, in consideration of the extension of credit by the Agent and the Lenders to the Borrower and the Guarantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor covenants and agrees to and in favour of the Agent and the Lenders as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

In this Agreement, unless the context expressly or by necessary implication otherwise requires, the following terms shall have the meanings set forth below:

“**Event of Default**” shall mean: (a) the occurrence of any Event of Default (as such term is defined in the Loan Agreement); or (b) the issuance of a demand for repayment by the Agent.

“**Guarantor Security Documents**” means the Securities Pledge Agreement (as defined below) and any other security held by the Agent, from time to time in respect of the Obligations under this Agreement.

“**Intercompany Indebtedness**” has the meaning specified in Section 3.5.

"Obligations" means: (a) any and all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, at any time or from time to time due or accruing due and owing by or otherwise payable by the Borrower to the Agent and the Lenders (including, without limitation, in connection with, the Loan Agreement), in any currency, however or wherever incurred, and whether incurred by the Borrower alone or jointly with another or others and whether as principal, guarantor or surety and in whatever name or style; and (b) the due performance and compliance by the Borrower with all of the terms and conditions of the Loan Agreement and the other Credit Documents, as such debts, liabilities and obligations may be varied from time to time as contemplated by Section 3.7.

"Other Taxes" means present and future stamp and documentary taxes and any other excise and property taxes, charges, duties, debits, taxes and similar levies which arise from any payment made by the Guarantor under this Agreement or under any of the Guarantor Security Documents or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any of the Guarantor Security Documents.

"Person" means a "person" as defined in the Loan Agreement.

"Pledged Securities" means the property and assets pledged to the Agent by the Guarantor pursuant to the Securities Pledge Agreement.

"Securities Pledge Agreement" means the securities pledge agreement made between the Guarantor and the Agent, dated as of the date hereof, as the same may be amended, restated, supplemented or replaced, from time to time.

"Taxes" means all taxes, levies, imposts, deductions, charges or withholdings and all related liabilities imposed by any country (or any political subdivision or taxing authority of it).

1.2 Interpretation

- (a) Capitalized terms used in this Agreement but not defined have the meanings given to them in the Loan Agreement.
- (b) In this Agreement the words "including", "includes" and "include" mean "including (or includes or include) without limitation". The phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expression "Article", "Section" or other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Agreement.
- (c) Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (d) The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and are not to affect its interpretation.

- (e) Any schedules attached to this Agreement form an integral part of it for all purposes.
- (f) Except as otherwise provided in this Agreement, any reference to this Agreement, any Credit Document or any Guarantor Security Document refers to this Agreement or such Credit Document or Guarantor Security Document as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules to it. Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.
- (g) All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in Canadian currency.

ARTICLE 2 GUARANTEE

2.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Agent and the Lenders the due and punctual payment, and the due performance, whether at stated maturity, by acceleration or otherwise, of the Obligations. The Guarantor agrees that the Obligations will be paid to the Agent and the Lenders strictly in accordance with their terms and conditions.

2.2 Indemnity

If any or all of the Obligations are not duly performed by the Borrower for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Agent and the Lenders from and against all losses resulting from the failure of the Borrower to duly perform such Obligations.

2.3 Primary Obligation

If any or all of the Obligations are not duly performed by the Borrower or the Agent and each of the Lenders is not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be performed by the Guarantor as primary obligor. The Guarantor may, by notice in writing delivered to the Agent, with effect from and after the date that is thirty (30) days following the date of receipt by the Agent of such notice, determine its liability under this Agreement in respect of liabilities thereafter incurred or arising but not in respect of any liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Agent may fulfil any requirements of the Guarantor based on agreements express or implied made prior to the receipt of such notice and any resulting liabilities shall be covered by this Agreement.

2.4 Limited Recourse

Notwithstanding any provision of this Agreement or any of the other Credit Documents:

- (a) this Agreement and the guarantee hereunder are granted by the Guarantor to the Agent and the Lenders for the sole purpose of enabling the Agent to obtain the security granted in the Pledged Securities pursuant to the Securities Pledge Agreement;
- (b) the liability of the Guarantor to the Agent and the Lenders hereunder is limited to the extent such liability is required to permit the Agent to realize upon the Pledged Securities; and

the sole recourse of the Agent and the Lenders against the Guarantor hereunder shall be with respect to the Pledged Securities and the rights and remedies of the Agent hereunder are limited to the realization by the Agent upon the Pledged Securities pursuant to the Securities Pledge Agreement or any amounts received upon the realization thereof, and the Agent shall not under any circumstances have any right to payment hereunder from the Pledgor, other than in respect of any costs of its enforcement of this Agreement or the Securities Pledge Agreement against the Guarantor.

2.5 Absolute Liability

To the extent permitted by law, the Guarantor agrees that the liability of the Guarantor hereunder is unlimited, and is absolute and unconditional irrespective of:

- (a) the lack of validity or enforceability of any terms of any of the Credit Documents;
- (b) any contest by the Borrower or any other Person as to the amount of the Obligations, the validity or enforceability of any terms of the Credit Documents or the perfection or priority of any security granted to the Agent;
- (c) any defence, counter claim or right of set-off available to the Borrower;
- (d) any release, compounding or other variance of the liability of the Borrower or any other Person liable in any manner under or in respect of the Obligations or the extinguishment of all or any part of the Obligations by operation of law;
- (e) any change in the time or times for, or place or manner or terms of payment or performance of the Obligations or any consent, waiver, renewal, alteration, extension, compromise, arrangement, concession, release, discharge or other indulgences which the Agent may grant to the Borrower or any other Person;
- (f) any amendment or supplement to, or alteration or renewal of, or restatement, replacement, refinancing or modification or variation of (including any increase in the amounts available thereunder or the inclusion of an additional borrower thereunder), or other action or inaction under, the Loan Agreement, the other

Credit Documents or any other related document or instrument, or the Obligations;

- (g) any discontinuance, termination, reduction, renewal, increase, abstention from renewing or other variation of any credit or credit facilities to, or the terms or conditions of any transaction with, the Borrower or any other Person;
- (h) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of the Borrower, the Guarantor or any other Credit Party or any reorganization (whether by way of reconstruction, consolidation, amalgamation, merger, transfer, sale, lease or otherwise) of the Borrower, the Guarantor or any other Credit Party or their respective businesses;
- (i) any dealings with the security which the Agent or the Lenders holds or may hold pursuant to the terms and conditions of the Credit Documents, including the taking, giving up or exchange of securities, their variation or realization, the accepting of compositions and the granting of releases and discharges;
- (j) any limitation of status or power, disability, incapacity or other circumstance relating to the Borrower, the Guarantor, any other Credit Party or any other Person, including any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, winding-up or other like proceeding involving or affecting the Borrower, the Guarantor, any other Credit Party or any other Person or any action taken with respect to this Agreement by any trustee or receiver, or by any court, in any such proceeding, whether or not the Guarantor shall have notice or knowledge of any of the foregoing;
- (k) the assignment of all or any part of the benefits of this Agreement by the Agent;
- (l) any impossibility, impracticability, frustration of purpose, force majeure or illegality of any Credit Document, or the occurrence of any change in the laws, rules, regulations or ordinances of any jurisdiction or by any present or future action of (i) any governmental entity that amends, varies, reduces or otherwise affects, or purports to amend, vary, reduce or otherwise affect, any of the Obligations or the obligations of the Guarantor under this Agreement, or (ii) any court order that amends, varies, reduces or otherwise affects any of the Obligations;
- (m) any taking or failure to take security, any loss of, or loss of value of, any security, or any invalidity, non-perfection or unenforceability of any security held by the Agent, or any exercise or enforcement of, or failure to exercise or enforce, security, or irregularity or defect in the manner or procedure by which the Agent realizes on such security;
- (n) any application of any sums received to the Obligations, or any part thereof, and any change in such application; and

- (o) any other circumstances which might otherwise constitute a defence available to, or a discharge of, the Guarantor, the Borrower or any other Person in respect of the Obligations or this Agreement.

ARTICLE 3 ENFORCEMENT

3.1 Remedies

The Agent is not bound to exhaust its recourse against the Borrower or any other Person or realize on any security it may hold in respect of the Obligations before being entitled to (i) enforce payment and performance under this Agreement or (ii) pursue any other remedy against the Guarantor, and the Guarantor renounces all benefits of discussion and division.

3.2 Amount of the Obligations

Any account settled or stated by or between the Agent and the Borrower, or if any such account has not been settled or stated immediately before demand for payment under this Agreement, any account stated by the Agent shall, in the absence of manifest error, be accepted by the Guarantor as conclusive evidence of the amount of the Obligations which is due by the Borrower to the Agent or remains unpaid by the Borrower to the Agent.

3.3 Payment on Demand

The Guarantor will pay and perform the Obligations and pay all other amounts payable by it to the Agent under this Agreement, and the obligation to do so arises, immediately after demand for such payment or performance is made in writing to it. The liability of the Guarantor bears interest from the date of such demand at the rate or rates of interest then applicable to the Obligations under and calculated in the manner provided in the Loan Agreement (including any adjustment to give effect to the provisions of the *Interest Act* (Canada)).

3.4 Costs and Expenses

The Guarantor is liable for and will pay on demand by the Agent any and all reasonable expenses, costs and charges incurred by or on behalf of the Agent or the Lenders in connection with this Agreement, including all reasonable legal fees, courts costs, receivers or agent's remuneration and other expenses in connection with enforcing any of their rights under any of the Credit Documents.

3.5 Assignment and Postponement

- (a) All obligations, liabilities and indebtedness of the Borrower to the Guarantor of any nature whatsoever and all security therefor (the "**Intercorporate Indebtedness**") are assigned and transferred to the Agent, as general, continuing and collateral security for the Guarantor's obligations under this Agreement and postponed to the indefeasible payment and performance in full of all of the Obligations. Until the occurrence of an Event of Default which has not been waived in writing by the Agent, the Guarantor may receive payments in respect of

the Intercompany Indebtedness as permitted under the Loan Agreement. The Guarantor will not assign all or any part of the Intercompany Indebtedness to any Person other than the Agent.

- (b) Upon the occurrence of an Event of Default which has not been waived in writing by the Agent, all Intercompany Indebtedness shall be, and shall be deemed to be, held in trust for the Agent and will be collected, enforced or proved subject to, and for the purpose of, this Agreement. In such event, any payments received by the Guarantor in respect of the Intercompany Indebtedness shall be, and shall be deemed to be, held exclusively in trust for the Agent and segregated from other funds and property held by the Guarantor and immediately paid to the Agent on account of the Obligations.
- (c) The Intercompany Indebtedness shall not be released or withdrawn by the Guarantor without the prior written consent of the Agent. The Guarantor will not allow a limitation period to expire on the Intercompany Indebtedness or ask for or obtain any security or negotiable paper for, or other evidence of, the Intercompany Indebtedness except for the purpose of delivering the same to the Agent.
- (d) In the event of any insolvency, bankruptcy or other proceeding involving the liquidation, arrangement, compromise, reorganization or other relief with respect to the Borrower or its debts, the Guarantor will, upon the request of the Agent, make and present a proof of claim or commence such other proceedings against the Borrower on account of the Intercompany Indebtedness as may be reasonably necessary to establish the Guarantor's entitlement to payment of any Intercompany Indebtedness. Such proof of claim or other proceeding must be made or commenced prior to the earlier of (i) the day which is thirty (30) days after notice requesting such action is delivered by or on behalf of the Agent to the Guarantor, and (ii) the day which is ten (10) days preceding the date when such proof of claim or other proceeding is required by applicable law to be made or commenced. Such proof of claim or other proceeding must be in form and substance acceptable to the Agent, acting reasonably.
- (e) If the Guarantor fails to make and file such proof of claim or commence such other proceeding in accordance with this Section, the Agent is irrevocably authorized, empowered and directed and appointed the true and lawful attorney of the Guarantor (but is not obliged) with full power of substitution (and which is coupled with an interest) and with the power to exercise for and on behalf of the Guarantor the following rights, upon the occurrence of an Event of Default: (i) to make and present for and on behalf of the Guarantor proofs of claims or other such proceedings against the Borrower on account of the Intercompany Indebtedness, (ii) to demand, sue for, receive and collect any and all dividends or other payments or disbursements made in respect of the Intercompany Indebtedness in whatever form the same may be paid or issued and to apply the same on account of the Obligations, and (iii) to demand, sue for, collect and receive each such payment and distribution and give acquittance therefor and to

file claims and take such other actions, in its own name or in the name of the Guarantor or otherwise, as the Agent may deem necessary or advisable to enforce its rights under this Agreement.

- (f) The Guarantor will execute all subordinations, postponements, assignments and other agreements as the Agent may reasonably request to more effectively subordinate and postpone the Intercorporate Indebtedness to the payment and performance of the Obligations.
- (g) The provisions of this Section 3.5 survive the termination of this Agreement and remain in full force and effect until (i) the Obligations and all other amounts owing under the Credit Documents are indefeasibly paid and performed in full; and (ii) the Agent has no further obligations under any of the Credit Documents.

3.6 Suspension of Guarantor Rights

So long as there are any Obligations, the Guarantor shall not exercise any rights which it may at any time have by reason of the performance of any of its obligations under this Agreement (i) to be indemnified by the Borrower, (ii) to claim contribution from any other Person, or (iii) subject to Section 3.8, to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Agent under any of the Credit Documents.

3.7 No Prejudice to Agent

The Agent is not prejudiced in any way in the right to enforce any provision of this Agreement by any act or failure to act on the part of the Borrower or the Agent. The Agent, may, at any time and from time to time, in such manner it determines is expedient, without any consent of, or notice to, the Guarantor and without impairing or releasing the Obligations of the Guarantor (i) change the manner, place, time or terms of payment or performance of the Obligations, (ii) renew or alter the Obligations, (iii) amend, vary, modify, supplement or replace any Credit Document or any other related document or instrument, (iv) discontinue, reduce, renew, increase, abstain from renewing or otherwise vary any credit or credit facilities to, any transaction with, the Borrower or any other Person, (v) release, compound or vary the liability of the Borrower or any other Person liable in any manner under or in respect of the Obligations, (vi) take or abstain from taking securities or collateral from any other Person, or from perfecting securities or collateral of any other Person, (vii) exercise or enforce or refrain from exercising or enforcing any right or security against the Borrower, the Guarantor or any other Person, (viii) accept compromises or arrangement from any Person, (ix) apply any sums from time to time received to the Obligations, or any part thereof, and change any such application in whole or in part from time to time, (x) otherwise deal with, or waive or modify their right to deal with, any Person and security. In their dealings with the Borrower, the Agent need not enquire into the authority or power of any Person purporting to act for or on behalf of the Borrower.

3.8 Rights of Subrogation

Any rights of subrogation acquired by the Guarantor by reason of payment under this Agreement shall not be exercised until the Obligations and all other amounts due to the Agent have been indefeasibly paid and performed in full and such rights of subrogation shall be no greater than

the rights held by the Agent. In the event (i) of the liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory), (ii) that the Borrower makes a bulk sale of any of its assets within the meaning of any bulk sales or insolvency legislation, or (iii) that the Borrower makes any composition with creditors or enters into any scheme of arrangement, the Agent has the right to rank in priority to the Guarantor for its full claims in respect of the Obligations and receive all dividends and other payments until its claims have been indefeasibly paid in full. The Guarantor will continue to be liable, less any payments made by it, for any balance which may be owing to the Agent by the Borrower. No valuation or retention of its security by the Agent shall, as between the Agent and the Guarantor, be considered as a purchase of such security or as payment or satisfaction or reduction of all or any part of the Obligations. If any amount is paid to the Guarantor at any time when all the Obligations and other amounts due to the Agent have not been indefeasibly paid in full, the amount shall be, and shall be deemed to be, held in trust exclusively for the benefit of the Agent and immediately paid to the Agent, to be credited and applied to the Obligations as it sees fit, whether matured or unmatured. The Guarantor has no recourse against the Agent for any invalidity, non-perfection or unenforceability of any security held by the Agent or any irregularity or defect in the manner or procedure by which the Agent realizes on such security.

3.9 No Set-off

To the fullest extent permitted by applicable law, the Guarantor shall make all payments under this Agreement without regard to any defence, adverse claim, counter-claim or right of set-off available to it.

3.10 Successors of the Borrower

This Guarantee will not be revoked by any change in the constitution of the Borrower and this Agreement and the Guarantor Security Documents shall extend and apply to any Person acquiring, or from time to time carrying on the business of, or resulting from any amalgamation involving, the Borrower.

3.11 Continuing Guarantee and Continuing Obligations

The Obligations of the Guarantor hereunder are continuing obligations. Each of Section 2.1, Section 2.2 and Section 2.3 extends to all present and future Obligations, applies to and secures the ultimate balance of the Obligations due or remaining due to the Agent and the Lenders and is binding as a continuing obligation of the Guarantor until the Agent releases the Guarantor in writing. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Agent or the Lenders upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though the payment had not been made.

3.12 Supplemental Security

This Guarantee is in addition and supplemental to and without prejudice to all other guarantees, indemnities, obligations and security now held or which may hereafter be held by the Agent or the Lenders.

3.13 Security for Guarantee

The Guarantor acknowledges that this Agreement is intended to secure payment and performance of the Obligations and that the payment and performance of the Obligations and the other obligations of the Guarantor under this Agreement are secured pursuant to the terms and provisions of the Guarantor Security Documents.

3.14 Right of Set-off

Upon the occurrence of any Event of Default which has not been waived in writing by the Agent, the Agent, is authorized by the Guarantor at any time and from time to time and may, to the fullest extent permitted by applicable law, set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Agent or the Lenders to or for the credit or the account of the Guarantor against any and all of the Obligations of the Guarantor now or hereafter existing irrespective of whether or not (i) the Agent has made any demand under this Agreement, or (ii) any of the Obligations comprising the Obligations which are contingent or unmatured. The rights of the Agent under this Section 3.14 are in addition and without prejudice to and supplemental to other rights and remedies which the Agent may have.

3.15 Interest Act (Canada)

The Guarantor acknowledges that certain of the rates of interest applicable to the Obligations may be computed on the basis of a period of less than 365 days. For purposes of the *Interest Act* (Canada), whenever any interest is calculated using a rate based on a period of less than 365 days, such rate determined pursuant to such calculation, when expressed as an annual rate is equivalent to (i) the applicable rate based on a period of less than 365 days, (ii) multiplied by the actual number of days in the calendar year in which the period for such interest is payable (or compounded) ends, and (iii) divided by the number of days in the period that is less than 365 days.

3.16 Taxes

- (a) All payments to the Agent and the Lenders by the Guarantor under this Agreement or under any of the Guarantor Security Documents will be made free and clear of and without deduction or withholding for any and all Taxes, unless such Taxes are required by applicable law to be deducted or withheld. If the Guarantor is required by applicable law to deduct or withhold any such Taxes from or in respect of any amount payable under this Agreement or under any of the Guarantor Security Documents (i) the amount payable shall be increased (and for greater certainty, in the case of interest, the amount of interest shall be increased) as may be necessary so that after making all required deductions or withholdings (including deductions or withholdings applicable to any additional amounts paid under this Section 3.16), the Agent receives an amount equal to the amount it would have received if no such deduction or withholding had been made, (ii) the Guarantor will make such deductions or withholdings, and (iii) the

Guarantor will immediately pay the full amount deducted or withheld to the relevant Governmental Entity in accordance with applicable law.

- (b) The Guarantor agrees to immediately pay any Other Taxes.
- (c) The Guarantor will indemnify the Agent and the Lenders for the full amount of Taxes and Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable by the Guarantor under this Section 3.16 but specifically excluding regular income tax paid on interest income) paid by the Agent and the Lenders and any liability (including penalties, interest and expenses) arising from or with respect to such Taxes and Other Taxes, whether or not they were correctly or legally asserted. Payment under this indemnification will be made within thirty (30) days from the date the Agent makes written demand for it. A certificate as to the amount of such Taxes and Other Taxes submitted to the Guarantor by the Agent is conclusive evidence, absent manifest error, of the amount due from the Guarantor to the Agent and the Lenders.
- (d) The Guarantor will furnish to the Agent the original or a certified copy of a receipt evidencing payment of any Taxes or Other Taxes made by the Guarantor within thirty (30) days after the date of any payment of such Taxes or Other Taxes.
- (e) The provisions of this Section 3.16 survive the termination of this Agreement.

ARTICLE 4

REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Guarantor represents and warrants, acknowledging and confirming that that the Agent and each of the Lenders is relying on such representations and warranties in connection with the acceptance of this Agreement, that:

- (a) **Representations.** Each representation and warranty made by the Borrower pursuant to the Loan Agreement, to the extent it pertains to the Guarantor, the business of the Guarantor and pursuant to the Credit Documents to which the Guarantor is a party, is true, accurate and complete in all material respects.

4.2 Covenants

Until the Obligations and all other amounts owing under this Agreement are indefeasibly paid and performed in full and the Agent has no obligations under the Loan Agreement and the other Credit Documents, the Guarantor covenants and agrees that:

- (a) it will take, or will refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in the Loan Agreement or the other Credit Documents,

and so that no Event of Default is caused by the actions of the Guarantor or any of its subsidiaries or affiliates;

- (b) it will not surrender or lose possession of, sell, encumber, lease, rent, or otherwise dispose of or transfer any of its real or personal property or right or interest therein, other than in the ordinary course of business consistent with past practice, without prior written consent of the Agent; and
- (c) it will not incur, issue or make any request for or permit to exist any further indebtedness to any third party, other than debt secured by Permitted Liens and unsecured trade debt incurred in the ordinary course of business consistent with past practice or any contingent liabilities in connection with contracts entered into in the ordinary course of business, without prior written consent of the Agent.

ARTICLE 5 GENERAL

5.1 Notices, etc.

Any notice, direction or other communication given regarding the matters contemplated by this Agreement shall be given in accordance with the provisions of the Loan Agreement.

5.2 No Merger, Survival of Representations and Warranties

The representations, warranties and covenants of the Guarantor in this Agreement survive the execution and delivery of this Agreement. Notwithstanding any investigation made by or on behalf of the Agent, the representations, warranties and covenants in this Agreement continue in full force and effect.

5.3 Further Assurances

- (a) The Guarantor will do all acts and things and execute and deliver, or cause to be executed and delivered, all documents and instruments that the Agent may reasonably request to give full effect to this Agreement and to perfect and preserve the rights and powers of the Agent under this Agreement, including any acknowledgements and confirmations of this Agreement and the Guarantor Security Documents.
- (b) The Guarantor acknowledges and confirms that the Guarantor itself has established its own adequate means of obtaining from the Borrower on a continuing basis all information desired by the Guarantor concerning the financial condition of the Borrower and that the Guarantor will look to the Borrower and not to the Agent, in order for the Guarantor to keep adequately informed of changes in the Borrower's financial condition.

5.4 Successors and Assigns

This Guarantee is binding upon the Guarantor, its successors and assigns, and enures to the benefit of the Agent and its successors and assigns. This Guarantee may be assigned by the Agent in accordance with the provisions of the Loan Agreement. The Guarantor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Agent, which may be unreasonably withheld.

5.5 Amendment

This Guarantee may only be amended, supplemented or otherwise modified by written agreement executed by the Agent and the Guarantor.

5.6 Waivers, etc.

- (a) No consent or waiver by the Agent in respect of this Agreement is binding unless made in writing and signed by an authorized officer of the Agent. Any consent or waiver given under this Agreement is effective only in the specific instance and for the specific purpose for which given. No waiver of any of the provisions of this Agreement constitutes a waiver of any other provision.
- (b) A failure or delay on the part of the Agent in exercising a right under this Agreement does not operate as a waiver of, or impair, any right of the Agent however arising. A single or partial exercise of a right on the part of the Agent does not preclude any other or further exercise of that right or the exercise of any other right by the Agent.

5.7 Severability

If any court of competent jurisdiction from which no appeal exists or is taken, determines that any provision of this Agreement is illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

5.8 Application of Proceeds

All monies collected by the Agent under this Agreement will be applied as provided in the Loan Agreement. To the extent any other Credit Document requires proceeds of collateral under such Credit Document to be applied in accordance with the provisions of this Agreement, the Agent shall apply such proceeds in accordance with this Section 5.8.

5.9 Governing Law

- (a) This Guarantee shall exclusively (without regard to any principle or rule relating to conflicts of laws) be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

- (b) The Guarantor irrevocably attorns and submits to the non-exclusive jurisdiction of any court of competent jurisdiction of the Province of Ontario sitting in Toronto in any action or proceeding arising out of or relating to this Agreement and the other Credit Documents to which it is a party. The Guarantor irrevocably waives objection to the venue of any action or proceeding in such court or that such court provides an inconvenient forum. Nothing in this Section 5.9 limits the right of the Agent to bring proceedings against the Guarantor in the courts of any other jurisdiction.
- (c) The Guarantor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Guarantor at the address of the Guarantor set out herein. Nothing in this Section 5.9 affects the right of the Agent to serve process in any manner permitted by applicable law.

5.10 Limitation Period

The limitation period on this Agreement shall not begin to run until demand is made hereunder, and such limitation period (in accordance with the *Limitations Act, 2002* (Ontario)) is hereby expressly extended to a period of six (6) years from the date such demand is made.

5.11 Paramountcy

In the event of any conflict or inconsistency with the provisions hereof and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail and govern but only to the extent of such conflict or inconsistency.

5.12 Counterparts

This Agreement may be executed in several counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or emailed PDF and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

[Signature page follows]

IN WITNESS WHEREOF the Guarantor has executed and delivered this Agreement under seal with effect as of the date first written above.

SWIFT RAILROAD HOLDINGS U.S. LLC

By:

A handwritten signature in dark ink, appearing to read "Michael Deneff", is written over a horizontal line.

Name: *MICHAEL DENEFF*
Authorized Signing Officer

SECURITIES PLEDGE AGREEMENT

THIS SECURITIES PLEDGE AGREEMENT (as the same may be amended, restated, supplemented or replaced, from time to time, this "**Agreement**") is dated with effect as of this 29th day of March, 2017 and executed and delivered by **2409889 ONTARIO INC.** (the "**Pledgor**") to and in favour of **BRIDGING FINANCING INC.** as agent (the "**Agent**") for the lenders from time to time under the Loan Agreement (as defined below) (collectively, the "**Lenders**").

WHEREAS:

- A. Allied Track Services Inc. (the "**Borrower**") is or is about to become indebted to the Agent and the Lenders pursuant to a letter credit agreement among, *inter alios*, the Borrower, the Pledgor and the Agent dated with effect as of the date hereof (as further amended, supplemented, replaced or restated from time to time, the "**Loan Agreement**");
- B. In connection with the Loan Agreement, the Pledgor is required to execute and deliver a guarantee of the Borrower's obligations to the Agent and the Lenders, dated with effect as of the date hereof (as amended, supplemented, replaced or restated from time to time, the "**Guarantee**"); and
- C. As a condition to extending credit to the Borrower under the Loan Agreement, the Agent has required, and the Pledgor has agreed, to grant a security interest in and pledge the Collateral (as defined below) to the Agent and the Lenders in order to secure the payment and performance of the Obligations (as defined below).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants herein contained the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this Agreement, unless the context expressly or by necessary implication otherwise requires, the following words and phrases will have the meaning set forth below:

"**Collateral**" means the property and assets subject to the Security Interest constituted by Section 2.1 hereof, including, without limitation, the Pledged Securities.

"**Equity Interests**" means any and all present and future investment property held by the Pledgor, including securities, security entitlements, securities accounts, future contracts, future accounts, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or interest of the Pledgor in property or in an enterprise or which constitute evidence of an obligation of the issuer; and all substitutions therefore.

“Event of Default” shall mean: (a) the occurrence of any Event of Default (as such term is defined in the Loan Agreement); or (b) the issuance of a demand for repayment by the Agent.

“Loan Agreement” has the meaning ascribed thereto in the recitals to this Agreement.

“Law” shall mean all statutes, codes, ordinances, decrees, rules, regulations, customs, treaties, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, directives, customs, policies or guidelines whether or not having the force of law, or any provisions of the foregoing.

“Obligations” means any and all debts, indebtedness, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, now or anytime hereafter owing by the Pledgor to the Agent and the Lenders in connection with the Loan Agreement, the Guarantee and the other documents, agreements and instruments executed in connection therewith.

“Permitted Encumbrances” has the meaning ascribed thereto in the Loan Agreement.

“Person” has the meaning ascribed thereto in the Loan Agreement.

“Pledged Securities” means all of the Equity Interests now owned or hereafter acquired by the Pledgor, including, without limitation, the Equity Interests listed in **Schedule “A”** hereto.

“PPSA” means the *Personal Property Security Act* (Ontario) as amended.

“STA” means the *Securities Transfer Act, 2006* (Ontario), as amended.

“Security Interest” means a mortgage, hypothec, title retention, pledge, lien, right of set-off, charge, security interest, adverse claim, trust claim or other encumbrance whatsoever, whether fixed or floating and howsoever created or arising.

1.2 Sections and Headings.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms **“this Agreement”**, **“hereof”**, **“hereunder”** and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Extended Meanings.

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organisations and corporations.

1.4 Terms Defined in the PPSA and STA

Where applicable and except as defined herein, terms used herein shall have the meanings assigned to them in the PPSA and the STA.

1.5 Agent as agent of the Lenders

The Pledgor acknowledges and agrees that the Agent is taking the security interest granted hereunder on behalf of itself and the Lenders and that this Agreement secures all of the Obligations owing to the Agent and each of the Lenders.

ARTICLE 2 GRANT OF SECURITY INTEREST AND PLEDGE

2.1 Grant and Pledge of Collateral.

As general and continuing collateral security for the payment and performance of all Obligations, the Pledgor hereby, subject to Permitted Encumbrances, mortgages, charges, assigns, transfers, delivers, pledges, hypothecates and creates a Security Interest in, to and in favour of the Agent, for and on behalf of itself and the Lenders, all right, title and interest which the Pledgor now has or may hereafter acquire in and to the following:

- (a) all Pledged Securities, together with any renewals thereof, substitutions thereof or additions thereto and all certificates and instruments evidencing or representing the Pledged Securities;
- (b) any and all dividends, as and where declared, whether in Equity Interests, money or property, received or receivable upon or in respect of any Pledged Securities and all interest payments and money or other property paid or payable on account of any return on, or repayment of, capital in respect of any Pledged Securities or that will in any way be charged to, or be payable out of, the capital of the issuer in respect thereof;
- (c) any and all other property that may at any time be received or receivable by or otherwise distributed to the Pledgor in respect of, or in substitution for, or in addition to, or in exchange for, or on account of, any of the foregoing, including, without limitation, any Equity Interests or other securities resulting from the subdivision, consolidation, change, conversion or reclassification of any of the Pledged Securities, or the reorganization or amalgamation of any issuer of any

Pledged Securities with any other body corporate, or the occurrence of any event which results in the substitution or exchange of the Pledged Securities; and

- (d) any and all cash, securities and other proceeds in respect of the foregoing and all rights and interest of the Pledgor in respect thereof or evidenced thereby including, without limiting the generality of the foregoing, all money received or receivable from time to time by the Pledgor in connection with the sale of any of the Pledged Securities.

2.2 Delivery of Collateral.

All certificates, instruments or other documents representing the Pledged Securities, duly endorsed in blank for transfer or accompanied by powers of attorney satisfactory to the Agent, shall forthwith be delivered immediately to and remain in the custody of the Agent or its nominee. All certificates, instruments or other documents representing or evidencing any additional Pledged Securities hereinafter acquired by the Pledgor shall forthwith after issuance be delivered to and remain in the custody of the Agent or its nominee. All Pledged Securities may, at the option of the Agent, be registered in the name of the Agent or its nominee. The Pledgor shall execute and deliver to the Agent a certified copy of a resolution of the directors or shareholders of the issuers of the Pledged Securities or any consents required under such constating documents, as applicable, consenting to the transfers contemplated by this Agreement.

2.3 Attachment.

The Pledgor and the Agent hereby acknowledge that value has been given, the Pledgor has rights in the Collateral and the Pledgor and the Agent have not agreed to postpone the time for attachment.

2.4 Control.

The Pledgor agrees to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give the Agent "control" of such Collateral, as defined in the STA, which "control" shall be in such manner as the Agent shall designate in its sole judgment and discretion, including, without limitation, an agreement by any issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by the Agent, whether before or after the security hereby constituted becomes enforceable, without further consent by the Pledgor.

ARTICLE 3 REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representations and Warranties of the Pledgor.

The Pledgor hereby represents and warrants to the Agent and the Lenders, upon each of which representations and warranties the Agent and each of the Lenders specifically relies, as follows:

- (a) the Pledgor is and will be the sole legal and beneficial owner of the Collateral now in existence or acquired hereafter, free of any Security Interest other than Security Interests in favour of the Agent and Permitted Encumbrances with full right to mortgage, charge, assign, transfer, deliver, pledge and hypothecate the Pledged Securities to the Agent in accordance with the provisions of this Agreement;
- (b) any Equity Interests forming part of the Pledged Securities will be validly issued, fully paid and non-assessable and shall not be subject to any Security Interest other than Permitted Encumbrances;
- (c) except to the extent disclosed to the Agent in writing, there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Pledgor would be required to sell or otherwise dispose of any of the Pledged Securities; and
- (d) the Security Interest created hereby will constitute a valid perfected Security Interest in the Pledged Securities upon delivery of the share certificates representing the Pledged Securities to the Agent or upon registration of notice thereof in prescribed form under applicable personal property security legislation, if such registration is required in order to perfect a Security Interest in the Pledged Securities.

3.2 Covenants of Pledgor.

The Pledgor covenants to and in favour of the Agent and the Lenders that until all the Obligations are indefeasibly performed and paid in full, it shall:

- (a) defend the Agent's right, title and Security Interest in and to the Collateral;
- (b) except to the extent permitted by Section 4.2, not (and shall not purport to) sell or dispose of, transfer, relinquish or otherwise deal with, any of its interest in the Pledged Securities or other Collateral or incur or permit to exist any Security Interest other than Permitted Encumbrances or any Security Interest that is in favour of the Agent in or with respect to any of the Pledged Securities or other Collateral;
- (c) ensure that, at the request of the Agent, all Pledged Securities shall be registered in the name of the Agent or its nominee, that any certificates representing the Pledged Securities shall be forthwith delivered to and remain in the custody of the Agent or its nominee, and that all certificates, instruments or other documents representing or evidencing any Pledged Securities shall forthwith after issuance be delivered to, and remain in the custody of, the Agent or its nominee;
- (d) ensure that such stock powers of attorney and similar documents with respect to the Pledged Securities as the Agent may reasonably request, satisfactory in the form and substance to the Agent, shall be delivered to the Agent or its nominee from time to time upon request; and

- (e) not, with respect to the Pledged Securities, enter into, amend, or waive any right or obligation under, any shareholder agreement, voting agreement, voting trust, trust deed, irrevocable proxy or other similar agreements or instruments.

ARTICLE 4 DEALING WITH COLLATERAL

4.1 Rights and Duties of the Agent.

- (a) The Agent shall have and be entitled to exercise all such powers hereunder as are specifically delegated to the Agent by the terms hereof, together with such powers as are incidental thereto. The Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its duties hereunder.
- (b) The Agent and any nominee on its behalf shall be bound to exercise in the holding of the Pledged Securities and other Collateral the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Agent and any other nominee on its behalf shall be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for this purpose as the Pledgor shall reasonably request in writing, but failure of the Agent or its nominee to comply with any such request shall not in and of itself be deemed a failure to exercise reasonable care, and no failure of the Agent or its nominee to preserve or protect any rights with respect to the Collateral, or to do any act with respect to preservation of the Collateral not so requested by the Pledgor, shall in and of itself be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral. Neither the Agent nor any nominee acting on its behalf, nor any director, officer or employee of the Agent shall be liable for any action taken or omitted to be taken by it hereunder or in connection herewith except for their own gross negligence or wilful misconduct. The Agent is hereby released from all responsibilities for any depreciation in or loss of value of any part of the Collateral except for such depreciation or loss of value that is the result of the Agent's (or its authorized agents' or nominee's or that of its officers, directors or employees) gross negligence or wilful misconduct.

4.2 Voting Rights.

- (a) Unless an Event of Default has occurred that is not waived in writing by the Agent, the Pledgor is entitled to exercise all the rights and powers of a holder of such securities including, without limitation, the right to vote from time to time exercisable in respect of the Collateral and to give proxies, consents and waivers in respect thereof. No such action may be taken if it would violate or be inconsistent with the Loan Agreement, any other document to which the Pledgor is a party, or this Agreement or any other agreements relating thereto or hereto or would have the effect of reducing the value of the Collateral as security for the

Obligations or imposing any restriction on the transferability of any of the Collateral.

- (b) Upon the occurrence of an Event of Default that is not waived in writing by the Agent, the rights and powers of the Pledgor as a holder of such securities including, without limitation, the right to vote the Collateral, will cease immediately and the Agent will have the right to exercise the rights and powers related to such Collateral, including, without limitation, the right to vote unless the Agent shall have given a notice to the Pledgor permitting the Pledgor to continue to exercise such rights and powers subject to any limitations set forth in such notice.
- (c) Prior to the occurrence of an Event of Default that is not waived in writing by the Agent, the Agent shall deliver promptly to the Pledgor all notices, statements or other communications received by it or its nominee. At any time after the occurrence of an Event of Default that is not waived in writing by the Agent, the Pledgor waives all rights to be advised of or to receive any notices, statements or communications received by the Agent or its nominee.

4.3 Dividends and Interest Payments.

- (a) Unless an Event of Default has occurred that is not waived in writing by the Agent, the Pledgor is entitled to receive all dividend payments or other distributions or interest payments in respect of the Collateral.
- (b) Upon the occurrence of an Event of Default that is not waived in writing by the Agent, all rights of the Pledgor pursuant to Section 4.3(a) shall cease and the Agent will have the sole and exclusive right and authority to receive and retain all payments that the Pledgor would otherwise be authorised to retain pursuant to Section 4.3(a). All money and other property received by the Agent pursuant to the provisions of this Section 4.3(b) may be applied on account of the Obligations or may be retained by the Agent as additional Collateral hereunder and be applied in accordance with the provisions of the Loan Agreement.

ARTICLE 5 REMEDIES

5.1 Remedies

- (a) On or after the occurrence of an Event of Default that is not waived in writing by the Agent, (i) any or all of the Obligations will at the option of the Agent become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived, (ii) the obligation, if any, of the Agent to extend further credit to the Pledgor will cease, (iii) any or all security granted hereby will, at the option of the Agent, become immediately enforceable, and (iv) in addition to any right or remedy provided by Law, the Agent will have the rights and remedies set out

below, all of which rights and remedies will be enforceable successively, concurrently or both:

- (i) transfer any part of the Collateral into the name of the Agent or its nominee;
 - (ii) vote any of the Collateral (whether or not registered in the name of the Agent or its nominee) and give or withhold all consents and waivers in respect thereof;
 - (iii) exercise all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any of the Collateral, including, without limitation, the right to exchange at its discretion any of the Collateral upon the amalgamation, arrangement, merger, consolidation or other reorganization of the issuer of the Collateral, all without liability except to account for property actually received by the Agent;
 - (iv) from time to time realise upon, collect, sell, transfer, assign, give options to purchase or otherwise dispose of and deliver any Collateral in such manner as may seem advisable to the Agent. For such purposes each requirement relating thereto and prescribed by law or otherwise is hereby waived by the Pledgor to the extent permitted by law and in any offer or sale of any of the Collateral the Agent is authorized to comply with any limitation or restriction in connection with such offer or sale as the Agent may be advised by counsel is necessary in order to avoid any violation of applicable Law, or in order to obtain any required approval of the sale or of the purchase by any governmental or regulatory authority or official. Such compliance will not result in such sale being considered (or deemed) not to have been made in a commercially reasonable manner nor will the Agent be liable or accountable to the Pledgor for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction;
 - (v) purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise; and
 - (vi) accept the Collateral in satisfaction of the Obligations upon notice to the Pledgor of its intention to do so in the manner required by law.
- (b) The Agent may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with the Pledgor, debtors of the Pledgor, sureties and others and with the Collateral and other security as the Agent sees fit without prejudice to the liability of the Pledgor to the Agent or the Agent's rights hereunder.

- (c) The Agent will not be liable or responsible for any failure to seize, collect, realise, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realising or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Agent, the Pledgor or any other person, in respect of the Collateral.
- (d) The Agent may apply any proceeds of realisation of the Collateral to payment of reasonable expenses in connection with the preservation and realisation of the Collateral as above described and the Agent may apply any balance of such proceeds to payment of the Obligations in accordance with the terms of the Loan Agreement.

5.2 Payment of Expenses.

The Agent may charge on its own behalf and also pay to others all reasonable out-of-pocket expenses of the Agent, the Lenders and others, including the fees and disbursements of any experts or advisers (including, without limitation, reasonable legal fees) retained by the Agent or the Lenders, incurred in connection with realising, collecting, selling, transferring, delivering or obtaining payment for the Collateral, or in connection with the administration of any amendment of this Agreement or incidental to the care, safekeeping or otherwise of any Collateral. The Agent may deduct the amount of such expenses from any proceeds of disposition of the Agent.

ARTICLE 6 GENERAL

6.1 Benefit of the Agreement.

This Agreement will enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6.2 Amendments and Waivers.

No amendments to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

6.3 Assignment.

The rights, title and interest of the Agent under this Agreement may only be assigned by the Agent in accordance with the provisions of the Loan Agreement. The Pledgor may not assign its obligations under this Agreement without the prior written consent of the Agent.

6.4 Severability.

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

6.5 Notices.

Any demand, notice or other communication to be given in connection with this Agreement shall be given in accordance with the provisions of the Loan Agreement.

6.6 Additional Continuing Security.

This Agreement and the Security Interest granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Agent and the Lenders and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Agent.

6.7 Further Assurances.

The Pledgor must at its expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Agent for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

6.8 Power of Attorney.

Upon the occurrence of an Event of Default, the Pledgor hereby irrevocably constitutes and appoints any duly appointed officer of the Agent the true and lawful attorney of the Pledgor, with full power of substitution, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Pledgor whenever and wherever the officer may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect of the Collateral in accordance with this Agreement.

6.9 Discharge.

The Pledgor will not be released or discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Agent which shall not be unreasonably withheld or delayed. The Agent shall, upon indefeasible satisfaction of all of the Obligations of the Pledgor to the Agent and the Lenders, execute such releases and discharges as the Pledgor may reasonably require, all at the request and sole cost and expense of the Pledgor and return to the Pledgor all Pledged Securities together with all other Collateral in the possession of the Agent and its nominees.

6.10 Governing Law and Attornment.

This Agreement shall be exclusively (without regard to rules or principals relating to conflicts of laws) governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Pledgor and the Agent hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

6.11 Entire Agreement.

This Agreement has been entered into pursuant to the provisions of the Loan Agreement and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Loan Agreement, the rights and obligations of the parties will be governed by the provisions of the Loan Agreement, provided, however, that the existence of remedies in this Agreement which are not contained in the Loan Agreement shall not constitute a conflict or inconsistency with the Loan Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Agent and the Pledgor with respect to the subject matter hereof except as expressly set forth herein or in the Loan Agreement and the other documents delivered in connection with the Loan Agreement.

6.12 Executed Copy.

The Pledgor acknowledges receipt of a fully-executed copy of this Agreement and, hereby 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.

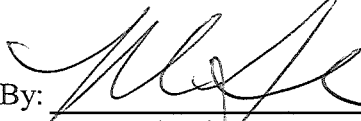
6.13 Counterparts

This Agreement may be executed in several counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or emailed PDF and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Pledgor has executed and delivered this Agreement under its seal by its duly authorized signing officer as of the date first referred to above.

2409889 ONTARIO INC

By: 
Name: *Michael Kerec*
Authorized Signing Officer

SCHEDULE "A"
PLEDGED SECURITIES

Issuer	Number of Pledged Securities	Class of Pledged Securities	Percent of total outstanding Equity Interests
Allied Track Services Inc.	9,565,729.1	Common Shares	100%

POWER OF ATTORNEY TO TRANSFER SHARES

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

9,565,729.1 Common shares of **ALLIED TRACK SERVICES INC.** (the "Corporation"), registered in the name of the undersigned on the books of the Corporation and represented by Certificate No. CS-1, and the undersigned hereby irrevocably constitutes and appoints

its true and lawful attorney to transfer such shares on the books of the Corporation and to make and execute all necessary acts of assignment and transfer as may be necessary to give effect to such transfer, with full power of substitution in this matter.

DATED this _____ day of _____, 20_____.

2409889 ONTARIO INC.

By: _____

Name: Michael Kerepa
Authorized Signing Officer

No. CS-1

Incorporated under the law of the Province of Ontario

9,565,729.1

Common Shares

ALLIED TRACK SERVICES INC.

THIS CERTIFIES THAT 2409889 ONTARIO INC.

is the registered holder of

***** 9,565,729.1 *****

Common Shares of

ALLIED TRACK SERVICES INC.

The class or series of shares represented by this certificate has rights, privileges, restrictions or conditions attached thereto and the Corporation will furnish to the holder, on demand and without charge, a full copy of the text of,

- (i) the rights, privileges, restrictions and conditions attached to the said shares and each class authorized to be issued and to each series insofar as the same have been fixed by the directors; and
- (ii) the authority of the directors to fix the rights, privileges, restrictions and conditions of subsequent series, if applicable

LIEN ON SHARES. The Corporation has a lien on the shares represented by this Certificate for any debt of the shareholder to the Corporation.

RESTRICTIONS ON TRANSFER. There are restrictions on the right to transfer the shares represented by this Certificate.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its duly authorized officers

this 1st

day of July, 2016



Michael Kenefick — Assistant Secretary

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto

Common Shares

represented by the within Certificate.

DATED _____ (year) _____

IN THE PRESENCE OF

26589801.1

**PLEDGE AGREEMENT
(SWIFT RAILROAD HOLDINGS U.S. LLC)**

This **PLEDGE AGREEMENT** (this “**Agreement**”), dated as of November 27, 2017, is executed and delivered by and between **SWIFT RAILROAD HOLDINGS U.S. LLC**, a Delaware limited liability company (the “**Pledgor**”), and **BRIDGING FINANCING INC.** as agent (the “**Agent**”) for the Lenders (as herein defined) from time to time under the Loan Agreement (as defined below), with reference to the following:

WHEREAS, pursuant to an amended and restated letter credit agreement executed and delivered as of November 15, 2017 by and among, the Pledgor, Allied Track Services Inc. (“**Allied**”) and 2409889 Ontario Inc. (“**240**”, the Pledgor, Allied, 204 and Bottom Line (as defined below) are sometimes referred to herein as a “**Loan Party**” and together, the “**Loan Parties**”), the financial institutions that are or may from time to time become parties to the Amended and Restated Loan Agreement referred to below (together with their respective successors and assigns, the “**Lenders**”), entered into that certain Amended and Restated Revolving Credit and Security Agreement dated November 15, 2017 (as amended, restated, supplemented or modified from time to time, the “**Amended and Restated Loan Agreement**”);

AND WHEREAS Pittsburg Bottom Line, L.L.C. (“**Bottom Line**”) will be joined as an obligor and a guarantor thereunder pursuant to that certain joinder to the amended and restated loan agreement executed and delivered as of the date hereof (the “**Joinder**”, and, together with the Amended and Restated Loan Agreement, the “**Loan Agreement**”);

AND WHEREAS, to induce the Agent and the Lenders to make the loans and other financial accommodations provided to Allied pursuant to the Loan Agreement, the Pledgor desires to pledge and grant to the Agent, for the benefit of itself and the Lenders, a security interest in the Pledged Collateral (as hereinafter defined) on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

Definitions and Construction.

Section 1. Definitions. All capitalized terms used herein (including, without limitation, in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Loan Agreement. The following terms, as used in this Agreement, shall have the following meanings:

“**Agent**” has the meaning set forth in the preamble to this Agreement.

“**Additional Interests**” has the meaning set forth in Section 9(f) below.

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Allied**” has the meaning set forth in the recitals to this Agreement.

“Chief Executive Office” means the address of the Pledgor set forth on Schedule B to this Agreement.

“Equity Interests” of any Person means any and all shares, rights to purchase, options, warrants, general, limited or limited liability partnership interests, member interests, participation or other equivalents of or interest in (regardless of how designated) equity of such Person, whether voting or nonvoting, including common stock, preferred stock, convertible securities or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

“Governmental Authority” means any nation or government, any Federal, state, province, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Lenders” has the meaning set forth in the recitals to this Agreement.

“Loan Agreement” has the meaning set forth in the recitals to this Agreement.

“Loan Party” has the meaning set forth in the recitals to this Agreement.

“Material Adverse Effect” has the meaning set forth in Section 6 below.

“Obligations” means any and all of the obligations, indebtedness and liability of the Pledgor to the Agent, for and on behalf of itself person (including interest thereon), present or future, direct or indirect, absolute or contingent, contractual or tortious, liquidated or unliquidated, extended or renewed and whether Pledgor be bound alone or with others and whether as principal or surety under the Loan Agreement.

“Paid in Full” means (a) the payment in full in cash of all Obligations (other than unasserted contingent and indemnification obligations), (b) the termination in writing, of the Loan Agreement, in accordance with the terms thereof.

“Pledge Amendment” has the meaning set forth in Section 9(f) below.

“Pledged Collateral” means the Pledged Interests and any Proceeds thereto, collectively.

“Pledged Entity” means each of the issuers identified as a Pledged Entity on Schedule A attached hereto (or any addendum thereto), and any successors thereto, whether by merger or otherwise.

“Pledged Interests” means the Equity Interests of the Pledged Entities now or hereafter owned or acquired by the Pledgor, including those Equity Interests on Schedule A attached hereto, together with any certificates, options, warrants or rights of any nature whatsoever in respect of the Equity Interests of any Pledged Entity that may be issued or granted to, or held by, the Pledgor while this Agreement is in effect.

"Pledgor" has the meaning set forth in the preamble to this Agreement.

"Proceeds" means "proceeds," as such term is defined in the UCC, including without limitation, all proceeds (including proceeds of proceeds) of the Pledged Collateral including, without duplication, all rights, benefits, distributions, premiums, profits, dividends, interest, cash, instruments, documents of title, accounts, contract rights, inventory, equipment, general intangibles, deposit accounts, chattel paper, and other property from time to time received, receivable, or otherwise distributed in respect of or in exchange for, or as a replacement of or a substitution for, any of the Pledged Collateral, or proceeds thereof (including any cash, Equity Interests, or other securities or instruments issued after any recapitalization, readjustment, reclassification, merger or consolidation with respect to the Pledged Entities and any security entitlements, as defined in the UCC with respect thereto).

"UCC" means the Uniform Commercial Code, as in effect from time to time in the State of Texas; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection, priority, or remedies with respect to the Agent's Lien on any Pledged Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Texas, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such perfection, priority, or remedies.

Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular and to the singular include the plural, the part includes the whole, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and other similar terms in this Agreement refer to this Agreement as a whole and not exclusively to any particular provision of this Agreement. Article, section, subsection, exhibit, and schedule references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. Any reference to this Agreement includes any and all permitted alterations, amendments, restatements, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Agent or the Pledgor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties signatory hereto and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

Section 2. Pledge. The Pledgor hereby hypothecates, pledges, grants, and collaterally assigns to the Agent, for the benefit of itself and the Lenders, a security interest in, and a lien on, all of the Pledgor's now owned and hereafter acquired right, title, and interest in and to the Pledged Collateral.

Section 3. Security for Obligations. This Agreement secures the prompt repayment of any and all of the Obligations in accordance with the provisions hereof, the Loan Agreement and of

the other Credit Documents (whether at the stated maturity, by acceleration or otherwise) and the prompt performance by the Pledgor of its covenants and duties under this Agreement and any other Credit Documents to which it is or becomes a party (if any).

Section 4. Duties of the Agent and Lenders. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Pledged Collateral in its possession shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Neither the Agent or any Lender nor any of their respective officers, directors, employees or agents shall be liable for any failure to demand, collect or realize upon any of the Pledged Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Pledged Collateral upon the request of any other Person or to take any other action whatsoever with regard to the Pledged Collateral or any part thereof. The powers conferred on the Agent and the Lenders hereunder are solely to protect the Agent's and the Lenders' interests in the Pledged Collateral and shall not impose any duty upon the Agent or any Lender to exercise any such powers. The Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers. Notwithstanding the foregoing, neither the Agent nor the Lenders nor any of their respective officers, directors, employees or agents shall have any obligation or liability by reason of or arising out of this Agreement other than liability for actions or omissions hereunder that would constitute gross negligence or willful misconduct on the part of the Agent or a Lender.

Section 5. Delivery and Registration of Pledged Collateral.

(a) All certificates or instruments representing or evidencing the Pledged Collateral shall be promptly delivered by the Pledgor to the Agent and shall be held by or on behalf of the Agent pursuant hereto, and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignments in blank, all in form and substance reasonably satisfactory to the Agent.

(b) Any and all Pledged Collateral (including dividends, interest, and other cash distributions) at any time received or held by the Pledgor in contravention of terms of this Agreement, shall be so received or held in trust for the Agent, shall be segregated from other funds and property of the Pledgor and shall forthwith be delivered to the Agent in the same form as so received or held, with any necessary endorsements.

(c) If at any time and from time to time any Pledged Collateral consists of an uncertificated security or a security in book entry form, then the Pledgor, at its expense, shall promptly cause such Pledged Collateral to be registered or entered, as the case may be, in the name of the Agent, for the benefit of itself and the Lenders, or otherwise cause the security interest held by the Agent, to be perfected in accordance with applicable law.

Section 6. Representations and Warranties. The Pledgor represents and warrants as follows:

(a) The Pledgor is duly formed and in good standing under the laws of its jurisdiction of organization. The Pledgor is duly qualified to do business in each jurisdiction where, because of the nature of its activities or properties, such qualification is required, except

for such jurisdictions where the failure to so qualify would not have or could not reasonably be expected to have a material adverse effect upon the condition (financial or otherwise), business, assets, properties or results of operations of the Pledgor, on the enforceability of this Agreement, the Liens granted hereunder or the Pledgor's ability to perform its material obligations hereunder (a "**Material Adverse Effect**");

(b) The Pledgor has full power, authority and legal right to enter into this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by the Pledgor of this Agreement, (i) is within Pledgor's company powers, has been duly authorized by all necessary company action, is not in contravention of the terms of Pledgor's operating agreement, certificate of formation or other applicable documents, (ii) will not conflict with or violate any law or regulation, or any judgment, order or decree of any Governmental Authority except for those conflicts or violations which would not have, or could not reasonably be expected to have, a Material Adverse Effect, (iii) will not require any consent or approval of any Governmental Authority except for those which the failure to obtain would not have, or could not reasonably be expected to have, a Material Adverse Effect, (iv) will not conflict with any agreement, indenture, instrument or other document to which Pledgor is a party or by which it or its property is subject or bound, except where such conflict would not have or could not reasonably be expected to have a Material Adverse Effect, and (v) will not require, or result in, the creation or imposition of any Lien on any asset of the Pledgor (other than Liens in favor of the Agent created hereunder);

(c) This Agreement is the legal, valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with its terms, subject to bankruptcy, insolvency, moratorium or similar laws affecting the enforceability of creditors' rights generally and to general principles of equity;

(d) The Pledgor does not have any pending or threatened litigation, arbitration, actions or proceedings which would or could reasonably be expected to have a Material Adverse Effect;

(e) The Pledgor is not an "investment company" registered or required to be registered under the Investment Company Act of 1940, as amended, nor is it controlled by such an investment company;

(f) The Pledgor has taken all steps it deems necessary or appropriate to be informed on a continuing basis of changes or potential changes affecting the Pledged Collateral (including rights of conversion and exchange, rights to subscribe, payment of dividends, reorganizations or recapitalization, tender offers and voting rights), and the Pledgor agrees that neither the Agent nor any of the Lenders shall have any responsibility or liability for informing the Pledgor of any such changes or potential changes or omitting to take any action with respect thereto;

(g) All information herein or hereafter supplied to the Agent or any of the Lenders by or on behalf of the Pledgor in writing with respect to the Pledged Collateral is, or in the case of information hereafter supplied will be, taken as a whole, accurate and complete in all material respects on the date on which such information is dated or certified;

(h) The Pledgor is the sole legal and beneficial owner of the Pledged Collateral (including the Pledged Interests) free and clear of any adverse claim, Lien, or other right, title, or interest of any party, other than Liens in favor of the Agent and Permitted Encumbrances under the Loan Agreement;

(i) This Agreement is effective to create a valid, perfected, first-priority (subject to Permitted Encumbrances) security interest in the Pledged Interests and the Proceeds thereof in favor of the Agent, for the benefit of itself and the Lenders, and no further actions are necessary to achieve such perfection, except to the extent further action is required by Section 9-315 of the UCC or other laws applicable to Proceeds;

(j) Schedule A to this Agreement sets forth as of the Closing Date all of the issued and outstanding Equity Interests held by the Pledgor in all of the Persons described therein, and is true and correct and complete in all respects as of the Closing Date; without limiting the generality of the foregoing: (i) except as set forth in Schedule A, none of the Pledged Interests are in certificated form; and (ii) the Pledged Interests as to each of the Pledged Entities constitute at least the percentage of all the fully diluted issued and outstanding Equity Interests of such Pledged Entity as set forth in Schedule A to this Agreement;

(k) The Pledgor has not permitted any Pledged Entity to: (i) authorize the amendment of or amend the organizational documents of such Pledged Entity that is a general partnership, limited partnership or limited liability company to provide that the Equity Interests of such Pledged Entity be governed by Article 8 of the UCC, or (ii) authorize the issuance of or issue certificates evidencing the Equity Interests of such Pledged Entity that is a general partnership, limited partnership or limited liability company;

(l) The Pledged Interests have been duly authorized and validly issued and, solely with respect to Pledged Interests in corporations, are fully paid and nonassessable;

(m) The Pledgor has the right and requisite authority to pledge the Pledged Collateral to the Agent, for itself and on behalf of the Lenders as provided herein;

(n) None of the Pledged Interests have been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject;

(o) There are no existing options, warrants or calls relating to the Pledged Interests; and, the Pledgor is not subject to any member agreement, voting agreement or any other agreement affecting the Pledgor's rights in respect of any Pledged Entity;

(p) No consent, approval, authorization or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (other than any consent, approval, authorization, order or other action, notice or filing which has been obtained and is in full force and effect, except such as would not have and reasonably could not be expected to have a Material Adverse Effect) for the exercise by the Agent of the voting and other rights provided for in this Agreement or the remedies in respect of the Pledged Collateral pursuant to this Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally; and

(q) The Pledgor is not a party to or bound by a stockholders, voting or similar agreement relating to any Pledged Entity or the Pledged Interests.

Section 7. The Pledgor's Rights. As long as (x) no Event of Default shall have occurred and be continuing or (y) if an Event of Default has occurred and is continuing, the Pledgor has not received the written notice from the Agent in accordance with Section 13(a) hereof:

(a) The Pledgor shall have the right, from time to time, to vote and give consents with respect to the Pledged Collateral, or any part thereof for all purposes not inconsistent with the provisions of this Agreement, the Loan Agreement or any other Credit Document; provided, however, that no vote shall be cast, and no consent shall be given or action taken, which would have the effect of impairing the perfection or priority of the Agent's security interest, or the other rights of the Agent in respect of the Pledged Collateral or which would authorize, effect or consent to (unless and to the extent expressly permitted by the Loan Agreement):

(i) the dissolution or liquidation, in whole or in part, of a Pledged Entity;

(ii) the consolidation or merger of a Pledged Entity with any other Person;

(iii) the sale, disposition or encumbrance of all or substantially all of the assets of a Pledged Entity, except for Liens in favor of the Agent;

(iv) any change in the authorized number of shares, the stated capital or the authorized share capital of a Pledged Entity or the issuance of any additional shares by such Pledged Entity; or

(v) the alteration of the voting rights with respect to the Pledged Interests.

(b) The Pledgor shall be entitled, from time to time, to collect and receive cash dividends and distributions with respect to the Pledged Interests to the extent (and only to the extent) paid in accordance with the terms and provisions of, and solely utilized for the specific purposes set forth in, the Loan Agreement; provided, however, that until actually paid all rights to such dividends and distributions shall remain subject to the Lien created by this Agreement.

Section 8. Further Assurances.

(a) The Pledgor agrees that from time to time, at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, the Pledgor will: (i) at the request of the Agent, mark conspicuously each of its records pertaining to the Pledged Collateral with a legend, in form and

substance reasonably satisfactory to the Agent, indicating that such Pledged Collateral is subject to the security interest granted hereby; (ii) authorize, execute, or file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary, or as the Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; and (iii) appear in and defend any action or proceeding that may affect the Pledgor's title to or the Agent's security interest in the Pledged Collateral.

(b) The Pledgor hereby authorizes the Agent, on behalf of itself and the Lenders, to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Pledged Collateral without the signature of the Pledgor where permitted by law. A carbon, photographic, or other reproduction of this Agreement or any financing statement covering the Pledged Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Pledgor will furnish to the Agent, upon the reasonable request of the Agent: (i) a certificate executed by an authorized officer of the Pledgor, and dated as of the date of delivery to the Agent, itemizing in such detail as the Agent may reasonably request, the Pledged Collateral which, as of the date of such certificate, has been delivered to the Agent by the Pledgor pursuant to the provisions of this Agreement; and (ii) such statements and schedules further identifying and describing the Pledged Collateral and such other reports in connection with the Pledged Collateral as the Agent may reasonably request.

Section 9. Affirmative Covenants of the Pledgor. Until the Obligations are Paid in Full, the Pledgor shall:

(a) To the extent that the Pledgor receives any payment, dividend or other distribution in respect of the Pledged Collateral that contravenes the terms of the Loan Agreement, the Pledgor shall receive such payment, dividend or distribution in trust for the benefit of the Agent, segregate such payment, dividend or distribution from the other property or funds of the Pledgor, and forthwith, deliver such payment, dividend or other distribution to the Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

(b) At all times keep at least one complete set of its records concerning substantially all of the Pledged Collateral at its Chief Executive Office as set forth in Schedule B hereto, and not change the location of its Chief Executive Office or such records without giving the Agent at least thirty (30) days prior written notice thereof.

(c) To the extent it may lawfully do so, use its commercially reasonable efforts to prevent the Pledged Entities from issuing Proceeds, except for cash dividends and other distributions, if any, to the extent (and only to the extent) that such dividends or other distributions are permitted by the terms of the Loan Agreement to be paid by any Pledged Entity to the Pledgor.

(d) At its expense, promptly execute, acknowledge and deliver all such instruments and take all such actions as the Agent from time to time may reasonably request in order to ensure to the Agent the benefits of the Liens in and to the Pledged Collateral intended to

be created by this Agreement, including the filing of any necessary financing statements, which may be filed by the Agent, and will cooperate with the Agent at the Pledgor's expense, in obtaining all necessary approvals and making all necessary filings under federal, state, local or foreign law in connection with such Liens or any sale or transfer of the Pledged Collateral.

(e) Defend the title to the Pledged Collateral and the Liens of the Agent in the Pledged Collateral against the claim of any Person and will maintain and preserve such Liens, except with respect to actions affirmatively taken by the Agent with respect to its Liens or any failure of the Agent to continue any Lien prior to the lapse thereof.

(f) Upon obtaining ownership of any additional Equity Interest of any Pledged Entity, which interests, notes or instruments are not already Pledged Collateral ("**Additional Interests**"), promptly (and in any event within ten (10) Business Days) deliver to the Agent a Pledge Amendment, duly executed by the Pledgor, in substantially the form of Schedule C attached hereto (a "**Pledge Amendment**") in respect of any such Additional Interests, notes or instruments, pursuant to which the Pledgor shall pledge to the Agent all of such Additional Interests, notes and instruments. The Pledgor hereby authorizes the Agent to attach each Pledge Amendment to this Agreement and agrees that all Pledged Interests listed on any Pledge Amendment delivered to the attached shall for all purposes hereunder be considered Pledged Collateral.

Section 10. Negative Covenants of the Pledgor. Until the Obligations are Paid in Full, the Pledgor shall not:

(a) and will not authorize any Subsidiary to take any action which would breach or result in the breach of the terms of the Loan Agreement, the other Credit Documents or the ongoing accuracy of any of the representations and warranties set forth herein from and after the Closing Date;

(b) without the prior written consent of the Agent, sell, assign, transfer, pledge, or otherwise encumber any of its rights in or to the Pledged Collateral, or any unpaid interest or other unpaid distributions or payments with respect to the Pledged Collateral;

(c) consolidate or merge into any other Person in any transaction that would constitute a "Change of Control" as such term is defined under the Loan Agreement;

(d) create or permit to exist any Lien (other than a Permitted Encumbrance) on any Pledged Collateral, other than on the Equity Interests in favor of the Agent;

(e) cause a dissolution of any Pledged Entity;

(f) permit any Pledged Entity to: (i) authorize the amendment of or amend the organizational documents of such Pledged Entity that is a general partnership, limited partnership or limited liability company to provide that the Equity Interests of such Pledged Entity are governed by Article 8 of the UCC, or (ii) authorize the issuance of or issue certificates evidencing the Equity Interests of such Pledged Entity that is a general partnership, limited partnership or limited liability company; or

Section 11. The Agent as the Pledgor's Attorney-in-Fact.

(a) Upon the occurrence and continuation of an Event of Default, the Pledgor irrevocably appoints the Agent, on behalf of itself and the Lenders, as the Pledgor's attorney-in-fact, with full authority in the place, name and stead of the Pledgor (and coupled with an interest), to take any action and to execute any instrument that the Agent, on behalf of itself and the Lenders from time to time at the Agent's discretion, may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including: (i) to receive, endorse, and collect all instruments made payable to the Pledgor representing any dividend, interest payment or other distribution in respect of the Pledged Collateral or any part thereof to the extent permitted hereunder and to give full discharge for the same and to execute and file governmental notifications and reporting forms; (ii) to issue any notifications/instructions the Agent deems necessary pursuant to Section 13 of this Agreement; or (iii) to arrange for the transfer of the Pledged Collateral on the books of any of the Pledged Entities or any other Person to the name of the Agent or to the name of the Agent's nominee.

(b) In addition to the designation of the Agent as the Pledgor's attorney-in-fact in the immediately preceding clause (a), the Pledgor hereby irrevocably appoints the Agent, on behalf of itself and the Lenders, as the Pledgor's agent and attorney-in-fact (and coupled with an interest) to, solely at such time as an Event of Default has occurred and is continuing, make, execute and deliver any and all documents and writings which may be necessary (i) for approval of, or be required by, any regulatory authority located in any city, county, state, province or country where the Pledgor or any of the Pledged Entities engage in business, (ii) in order to transfer or to more effectively transfer any of the Pledged Interests, or (iii) to otherwise enforce the rights granted hereunder to the Lenders or the Agent for the benefit thereof.

Section 12. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) an "Event of Default" (as such term is defined in the Loan Agreement) shall have occurred; or

(b) (x) Failure by the Pledgor to comply with or to perform any covenant set forth in Section 5(b) or Section 10 of this Agreement, or the failure of any representation in Section 6 of this Agreement to be true or (y) failure by the Pledgor to comply with or to perform any other provision of this Agreement which is not cured within thirty (30) days from the occurrence of such failure.

Section 13. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default:

(a) At any time upon five (5) Business Days' prior written notice to the Pledgor, the Agent (personally or through an agent) may (i) transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, (ii) exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, (iii) exercise the voting and all other rights as an equity holder

with respect to the Pledged Collateral, including without limitation all rights under applicable law, (iv) collect and receive all cash dividends and distributions made with respect to the Pledged Collateral (including any sums paid or distributions made upon or in respect of the Equity Interests (A) upon the liquidation or dissolution of any Pledged Entity, and (B) on or in respect of the Equity Interests or any property distributed upon or with respect to the Equity Interests pursuant to the recapitalization or reclassification of the capital of any Pledged Entity or pursuant to the reorganization thereof) and make application thereof to the Obligations in accordance with Section 11.5 of the Loan Agreement and (v) otherwise act with respect to the Pledged Collateral as though the Agent was the outright owner thereof, including, without limitation, take any action, exercise any right or receive any benefit under Applicable Law. Concurrently herewith, the Pledgor shall execute and deliver (or cause to be executed and delivered) to the Agent all such powers of sale (executed in blank) and irrevocable proxies and other instruments as the Agent may reasonably request for the purpose of enabling the Agent to exercise the voting and other rights which it is entitled to exercise and to receive the dividends and distributions that it is entitled to receive and retain pursuant to the preceding sentence.

(b) The Agent, on behalf of itself and the Lenders, may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC and/or PPSA (irrespective of whether the UCC and/or PPSA applies to the affected items of Pledged Collateral), and the Agent, on behalf of itself and the Lenders, may also without notice (except as specified below) and to the extent permitted by Applicable Law, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Agent may deem commercially reasonable, irrespective of the impact of any such sales on the market price of the Pledged Collateral. To the maximum extent permitted by Applicable Law, the Agent may be the purchaser of any or all of the Pledged Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold at any such public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Pledged Collateral payable at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Pledgor, and the Pledgor hereby waives (to the extent permitted by Applicable Law) all rights of redemption, stay, or appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Pledgor agrees that, to the extent notice of sale shall be required by Applicable Law, at least ten (10) calendar days written notice to the Pledgor of the time and place of any public sale or the time after which a private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the maximum extent permitted by Applicable Law, the Pledgor hereby waives any claims against the Agent and the Lenders arising because the price at which any Pledged Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Agent accepts the first offer received and does not offer such Pledged Collateral to more than one offeree.

(c) The Pledgor recognizes that the Agent may be unable to effect a public sale of any or all the Pledged Collateral, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit the relevant Pledged Entities thereof to register such securities or other interests for public sale under the Securities Act, or under applicable state or provincial securities laws, even if such Pledged Entities would agree to do so.

(d) The Pledgor agrees to use commercially reasonable efforts to do or cause to be done all such other acts as may be reasonably necessary to make such sale or sales of all or any portion of the Pledged Collateral pursuant to this Section 13 valid and binding and in compliance with Applicable Law.

(e) The Pledgor agrees to the maximum extent permitted by Applicable Law now existing or hereafter enacted that following the occurrence and during the continuance of an Event of Default it will not at any time claim or take the benefit of any redemption law now or hereafter in force in order to prevent or delay the enforcement of this Agreement, or the absolute sale of the whole or any part of the Pledged Collateral or the possession thereof by any purchaser at any sale hereunder, and the Pledgor waives the benefit of all such laws to the extent it lawfully may do so. No failure or delay on the part of the Agent to exercise any such right, power or remedy and no notice or demand which may be given to or made upon the Pledgor by the Agent with respect to any such remedies shall operate as a waiver thereof, or limit or impair the Agent's right to take any action or to exercise any power or remedy hereunder, without notice or demand, or prejudice its rights as against the Pledgor in any respect.

(f) The Pledgor further agrees that a breach of any of the covenants contained in this Section 13 will cause irreparable injury to the Agent, that the Agent shall have no adequate remedy at law in respect of such breach and, as a consequence, agrees that each and every covenant contained in this Section 13 shall be specifically enforceable against the Pledgor, and the Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Loan Agreement or the other Credit Documents.

(g) THE PLEDGOR EXPRESSLY WAIVES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) ANY CONSTITUTIONAL OR OTHER RIGHT TO A JUDICIAL HEARING PRIOR TO THE TIME THE AGENT DISPOSES OF ALL OR ANY PART OF THE PLEDGED COLLATERAL AS PROVIDED IN THIS SECTION; AND (ii) EXCEPT AS SET FORTH IN SUBSECTION (b) OF THIS SECTION, ANY REQUIREMENT OF NOTICE, DEMAND, OR ADVERTISEMENT FOR SALE.

Section 14. Irrevocable Authorization and Instruction to Each Pledged Entity. The Pledgor hereby authorizes and instructs each Pledged Entity to comply with any instruction received by such Pledged Entity from the Agent in writing that (a) states that an Event of Default has occurred and is continuing and (b) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from the Pledgor, and the Pledgor agrees the Pledged Entity shall be fully protected in so complying. The Pledgor hereby further instructs each Pledged Entity to register the pledge of the Pledged Interests on its books.

Section 15. Enforcement Expenses. (a) The Pledgor agrees to pay or reimburse the Agent and any Lender within five (5) Business Days of receipt by the Pledgor of demand by any Lender and the Agent for all reasonable out-of-pocket costs and expenses as invoiced to the Pledgor (including, without duplication of any provision of this Agreement, legal fees and expenses (provided that legal fees and expenses paid or reimbursed under this Section 15 shall be limited to the payment of fees of one set of counsel retained)) incurred enforcing or preserving any rights under this Agreement.

(b) The Pledgor agrees to pay, and to save the Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay caused by the Pledgor in paying, any and all taxes which may be payable by the Pledgor or determined to be payable by the Pledgor with respect to any of the Pledged Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) The agreements in this Section 15 shall survive the Payment in Full of the Obligations and termination of this Agreement.

Section 16. Duties of the Agent. The powers conferred on the Agent hereunder are solely to protect its interests in the Pledged Collateral and shall not impose on it any duty to exercise such powers. Except as provided in Section 9-207 of the UCC, the Agent shall have no duty with respect to the Pledged Collateral or any responsibility for taking any necessary steps to preserve rights against any Persons with respect to any Pledged Collateral.

Section 17. Choice of Law and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS, OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST THE PLEDGOR WITH RESPECT TO ANY OF THE PROVISIONS OF THIS AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE PLEDGOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. THE PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO THE PLEDGOR AT ITS ADDRESS SET FORTH IN SECTION 20 AND SERVICE SO

MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILS OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST THE PLEDGOR IN THE COURTS OF ANY OTHER JURISDICTION. THE PLEDGOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. THE PLEDGOR WAIVES THE RIGHT TO REMOVE ANY JUDICIAL PROCEEDING BROUGHT AGAINST THE PLEDGOR IN ANY STATE COURT TO ANY FEDERAL COURT. ANY JUDICIAL PROCEEDING BY THE PLEDGOR AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK.

Section 18. Amendments; Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Pledgor herefrom shall in any event be effective unless the same shall be in writing and signed by the Agent and the Pledgor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Agent to exercise, and no delay in exercising any right under this Agreement with respect to any of the Obligations, shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement with respect to any of the Obligations preclude any other or further exercise thereof or the exercise of any other right. The remedies provided for in this Agreement or otherwise with respect to any of the Obligations are cumulative and not exclusive of any remedies provided by Applicable Law.

Section 19. Successors; Assigns. This Agreement shall be binding upon the Pledgor, the Lenders and the Agent and their respective successors and assigns, and shall inure to the benefit of the Pledgor, the Lenders and the Agent and the successors and assigns of the Lenders and the Agent. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Credit Documents. The Pledgor may not assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of the Agent (such consent not to be unreasonably withheld).

Section 20. Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to:

- (i) Agent, at its address specified in the Loan Agreement;
- (ii) the Pledgor, at its address specified in the Loan Agreement; or
- (iii) any other party, at such other address as shall be designated by such party in a written notice to the other party.

Section 21. Continuing Security Interest. This Agreement shall create a continuing security interest in the Pledged Collateral and shall remain in full force and effect until the Obligations are Paid in Full. At such time the Obligations are Paid in Full, the security interests granted herein shall automatically terminate and all rights to the Pledged Collateral shall revert to the Pledgor. Upon any such termination, the Agent will, at the Pledgor's expense, execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination and promptly deliver any Pledged Collateral in its possession to the Pledgor. Such documents shall be prepared by the Pledgor and shall be in form and substance reasonably satisfactory to the Agent.

Section 22. Security Interest Absolute. To the maximum extent permitted by law, all rights of the Agent, all security interests hereunder, and all obligations of the Pledgor and rights of the Agent hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of any of the Obligations or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement, any other Credit Document or any other agreement or instrument governing or evidencing any Obligations;

(c) any exchange, release, or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Obligations;

(d) the insolvency of Allied; or

(e) any other circumstances that might otherwise constitute a defense available to, or a discharge of, the Pledgor.

Section 23. Acknowledgements. The Pledgor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement;

(b) neither the Agent nor any Lender has any fiduciary relationship with or duty to the Pledgor arising out of or in connection with this Agreement or any of the other Credit Documents, and the relationship between the Pledgor, on the one hand, and the Agent and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Pledgor and the Lenders.

Section 24. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or be given any substantive effect.

Section 25. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 26. Counterparts; Telefacsimile/Email Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile transmission or emailed PDF shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile transmission or emailed PDF also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

Section 27. Waiver of Marshaling. The Pledgor and the Agent acknowledge and agree that in exercising any rights under or with respect to the Pledged Collateral: (i) the Agent is under no obligation to marshal any Pledged Collateral; (ii) the Agent may, in its absolute discretion, realize upon the Pledged Collateral in any order and in any manner it so elects; and (iii) the Agent may, in its absolute discretion, apply the Proceeds of any or all of the Pledged Collateral to the Obligations in any order and in any manner it so elects. The Pledgor and the Agent waive, to the extent it lawfully may, any right to require the marshaling of any of the Pledged Collateral.

Section 28. Waiver of Jury Trial. THE PLEDGOR AND THE AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PLEDGOR AND THE AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 29. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Pledgor or any Pledged Entity for liquidation or reorganization, should the Pledgor or any Pledged Entity become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Pledgor's or and the Pledged Entity's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

IN WITNESS WHEREOF, the Pledgor and the Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

SWIFT RAILROAD HOLDINGS U.S. LLC,
a Delaware limited liability company

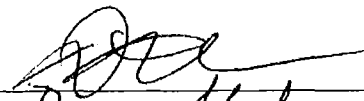
By: 
Name: Nicholas J Kuneman
Authorized Signing Officer

BRIDGING FINANCE INC.,
as Agent

By: _____
Name: Natasha Sharpe
Title: Chief Investment Officer

IN WITNESS WHEREOF, the Pledgor and the Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

SWIFT RAILROAD HOLDINGS U.S. LLC,
a Delaware limited liability company

By: 
Name: Dave Matary
Authorized Signing Officer

BRIDGING FINANCE INC.,
as Agent

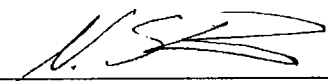
By: _____
Name: Natasha Sharpe
Title: Chief Investment Officer

IN WITNESS WHEREOF, the Pledgor and the Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

SWIFT RAILROAD HOLDINGS U.S. LLC,
a Delaware limited liability company

By: _____
Name: _____
Authorized Signing Officer

BRIDGING FINANCE INC.,
as Agent

By:  _____
Name: Natasha Sharpe
Title: Chief Investment Officer

SCHEDULE A
TO
PLEDGE AGREEMENT

PLEDGED INTERESTS

Grantor (owner of Record of Pledged Equity)	Pledged Entity	Pledged Equity Description	Percentage of Pledged Entity	Certificate (Indicate No.) Or None
Swift Railroad Holdings U.S. LLC	Pittsburg Bottom Line, L.L.C.	100% of the membership interests	100%	1
Swift Railroad Holdings U.S. LLC	2409889 Ontario Inc.	9,565,729.1 Common Shares	100%	CS-1, CS-2, CS- 3 and CS-4

SCHEDULE B
TO
PLEDGE AGREEMENT

CHIEF EXECUTIVE OFFICE

The Pledgor: Swift Railroad Holdings U.S. L.L.C.

Address: 169A South Service Road, Grimsby, Ontario L3M
4H6

150 N. Wacker, Suite 3025, Chicago, IL 60606
(Kenex Offices)

Facsimile: _____

SCHEDULE C
TO
PLEDGE AGREEMENT

PLEDGE AMENDMENT

This Pledge Amendment, dated _____, _____ is delivered pursuant to Section 9(f) of the Pledge Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Pledge Agreement. The Pledgor hereby certifies that the representations and warranties in Section 6 of the Pledge Agreement are and continue to be true and correct in all material respects unless such representation or warranty is made or deemed to be made solely with respect to an earlier date, both as to the interests pledged prior to this Pledge Amendment and as to the interests pledged pursuant to this Pledge Amendment. The Pledgor further agrees that this Pledge Amendment may be attached to that certain Pledge Agreement, dated as of November ____, 2017, between the undersigned and Bridging Finance Inc., as Agent for itself and the Lenders, (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge Agreement**") and that the Pledged Interests listed on this Pledge Amendment shall be and become a part of the Pledged Collateral referred to in said Pledge Agreement and shall secure all Obligations referred to in said Pledge Agreement and the Pledgor hereby grants a first priority (subject to Permitted Encumbrances) security interest to the Agent in such Pledged Interests. The Pledgor acknowledges that any interests not included in the Pledged Collateral at the discretion of the Agent may not otherwise be pledged by the Pledgor to any other Person or otherwise used as security for any obligations other than the Obligations.

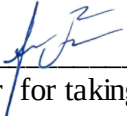
Grantor (owner of Record of Pledged Equity)	Pledged Entity	Pledged Equity Description	Percentage of Pledged Entity	Certificate (Indicate No.)

SWIFT RAILROAD HOLDINGS U.S. LLC,
a Delaware limited liability company

By: _____
Name: _____
Authorized Signing Officer

TAB H

THIS IS **EXHIBIT "H"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner / for taking Affidavits, etc.

ASSIGNMENT OF DEBT AND SECURITY

THIS AGREEMENT made as of the 27 day of November, 2017.

B E T W E E N:

ALLIED TRACK SERVICES INC., an Ontario corporation

(hereinafter called the “**Assignor**”)

- and -

BRIDGING FINANCE INC., as agent

(hereinafter called the “**Assignee**”)

WHEREAS the Assigned Debt (as herein defined) is or will be owing to the Assignor and the Promissory Note (as herein defined) and Security (as herein defined) has been or will be granted in favour of the Assignor;

AND WHEREAS as additional security for the obligations of the Assignor to the Assignee, the Assignor has agreed, *inter alia*, to assign and pledge to the Assignee all its right, title, estate and interest in and to the Assigned Debt, the Promissory Note and the Security;

NOW THEREFORE in consideration of the extension of credit by the Assignee to the Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the parties hereto covenant and agree as follows:

ARTICLE ONE INTERPRETATION

Section 1.01 Definitions:

In this Agreement, unless there is something in the subject matter or context inconsistent therewith or unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

- (a) “**Agreement**”, “**this Agreement**”, “**hereto**”, “**hereof**”, “**herein**”, “**hereby**”, “**hereunder**” and similar expressions mean or refer to this assignment of debt and security agreement as amended from time to time and any agreement or instrument supplemental or ancillary hereto or in implementation hereof and the expressions “**Article**”, “**Section**”, “**Subsection**”, “**Paragraph**” and “**Subparagraph**” followed by a number or letter mean and refer to the specified article, Section, Subsection, Paragraph or Subparagraph of this Agreement;

- (b) **“Assigned Debt”** means all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing or remaining unpaid by the Debtor to the Assignor under or in connection with the Promissory Note, heretofore or hereafter incurred or arising and whether incurred or arising from agreements or dealings between the Debtor and the Assignor or from any agreement or dealings with any third party by which the Assignor may be or become in any manner whatsoever a creditor of the Debtor or however otherwise incurred or arising anywhere within or outside Canada or the United States of America and whether the Debtor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again;
- (c) **“Assigned Property”** means collectively, the rights, property and assets described in Section 2.01 hereof;
- (d) **“Business Day”** means any day excluding Saturday, Sunday and any other day which is a statutory or civic holiday in the Province of Ontario;
- (e) **“General Security Agreement”** means the general security agreement dated with effect as of the date hereof granted by the Debtor in favour of the Assignor, as amended, supplemented, restated or replaced from time to time;
- (f) **“Debtor”** means Pittsburg Bottom Line, L.L.C. and its successors and assigns;
- (g) **“Indebtedness”** means all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing or remaining unpaid by the Assignor to the Assignee heretofore or hereafter incurred or arising and whether incurred or arising from agreements or dealings between the Assignor and the Assignee or from any agreement or dealings with any third party by which the Assignee may be or become in any manner whatsoever a creditor of the Assignor or however otherwise incurred or arising anywhere within or outside Canada and whether the Assignor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again;
- (h) **“Person”** means an individual, partnership, corporation, trust or unincorporated organization and includes a government or agency or political subdivision thereof;
- (i) **“Promissory Note”** means the intercompany grid promissory note date with effect as of the date hereof granted by the Debtor in favour of the Assignor, as amended, supplemented, restated or replaced from time to time; and

- (j) **“Security”** means, collectively, all mortgages, charges and security agreements granted from time to time by the Debtor or any other grantor in favour of the Assignor over all or any of the Debtor’s or any such other grantor’s property, assets and undertaking from time to time as collateral security for the payment and performance of the Assigned Debt, including, without limitation, the General Security Agreement.

Section 1.02 Interpretation Not Affected By Headings, Etc.:

Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 1.03 Severability:

If any covenant, obligation or agreement of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Section 1.04 Governing Law:

This Agreement shall be exclusively (without regard to rules or principles relating to conflicts of laws) governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

Section 1.05 Binding On Successors, Etc.:

This Agreement and everything herein contained shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

Section 1.06 Extending Meaning:

A reference to the Assignor or the Assignee shall be deemed to be a reference to the respective successors and assigns of such party.

ARTICLE TWO ASSIGNMENT, PLEDGE, ETC.

Section 2.01 Assignment:

Upon and subject to the terms, conditions and provisions herein contained, the Assignor hereby unconditionally pledges, hypothecates, assigns, transfers and sets over to and in favour of the Assignee, and grants to the Assignee a security interest in, all of its right, title and interest in and to:

- (a) the Assigned Debt and the Promissory Note and all benefit, power and advantage of the Assignor to be derived therefrom and all covenants, obligations, agreements, and undertakings of the parties thereunder with full power and authority to enforce the rights of the Assignor under the Assigned Debt and the Promissory Note in the name of the Assignor;
- (b) the Security and the mortgages, charges and security interests granted thereby, all benefit, power and advantage of the Assignor to be derived therefrom and all covenants, obligations, agreements, and undertakings of the parties thereunder with full power and authority to enforce the rights of the Assignor thereunder in the name of the Assignor;
- (c) all principal and interest payments and other moneys now due and payable or hereafter to become due and payable to the Assignor under the Assigned Debt, the Promissory Note and the Security or in connection with any of them, with full power and authority to demand, sue for, recover, receive and give receipts for all or any part of such revenues and other moneys; and
- (d) all proceeds of or from any of the foregoing, including all personal property in any form derived directly or indirectly from any dealing with any of the foregoing or that indemnifies for any of the foregoing;

as continuing and collateral security for the payment and performance of the Indebtedness.

Section 2.02 Performance of Obligations:

The Assignor covenants to observe and perform or cause to be observed and performed, as and when required, all of its covenants, obligations, agreements and undertakings under the Assigned Debt, the Promissory Note and the Security and will use best efforts to cause the other parties to the Assigned Debt, the Promissory Note and the Security to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

Section 2.03 No Liability:

Nothing herein contained shall render the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible liable to any Person for the fulfillment or non-

fulfillment of the obligations, covenants and agreements, including but not limited to the payment of any moneys thereunder or in respect thereto, of the Assignor under the Assigned Debt, the Promissory Note or the Security and the Assignor hereby indemnifies and agrees to save and hold harmless the Assignee from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever of any Person arising directly or indirectly from or out of the Assigned Debt, the Promissory Note or the Security.

Section 2.04 Service; Registration:

The Assignee shall have the right at any time to serve the present Agreement or notice thereof on any one or more of the other parties to the Assigned Debt, the Promissory Note or the Security. The Assignee shall also have the right at any time and without notice to the Assignor to cause the present Agreement or notice thereof to be registered or filed in any place or office where the Assignee or its counsel deem advisable or necessary.

Section 2.05 Attorney of the Assignor:

The Assignee is hereby appointed an irrevocable attorney of the Assignor (with full power of substitution from time to time) to endorse and/or transfer any of the Assigned Property and to exercise all rights and powers of the Assignor in respect of the Assigned Property and the Assignee and its nominees are hereby empowered to exercise all rights, powers and discretions and to perform all acts of ownership in respect of the Assigned Property to the same extent as the Assignor might do; provided however that this power of attorney shall only be exercisable by the Assignor at any time the Assignor is in default under or in respect of the Indebtedness and for so long as such default is continuing. The Assignor hereby ratifies and agrees to ratify all acts that such attorney has taken or done in accordance with this Section 2.05. This appointment is coupled with an interest and shall not be revoked by the insolvency, bankruptcy, reorganization, arrangement, composition, dissolution, liquidation, winding-up or similar proceeding involving or affecting the Assignor or for any other reason.

Section 2.06 Performance Until Notice:

Until notice shall have been given by the Assignee to the Assignor and except as otherwise provided herein, the Assignor shall be entitled to deal with the Assigned Debt, the Promissory Note and the Security and enforce all the benefits, advantages and powers thereunder as if this Agreement had not been made. The Assignee may, but shall not be obligated to, exercise any or all of the rights, powers, authority and discretion of the Assignor in respect of the Assigned Debt, the Promissory Note or the Security in the Assignor's place and stead at any time the Assignor is in default under or in respect of the Indebtedness and for so long as such default is continuing, all of which is hereby consented to by the Assignor.

Section 2.07 Copies:

The Assignor will, forthwith after receipt of same, furnish to the Assignee a copy of any notice, demand, claim or request given or required to be given to any other party or parties to the

Assigned Debt, the Promissory Note or the Security or received by the Assignor from any such party relating to the Assigned Debt, the Promissory Note or the Security.

ARTICLE THREE REPRESENTATIONS AND COVENANTS

Section 3.01 Representations:

The Assignor represents and warrants to the Assignee that:

- (a) the Assignor has not assigned, set over, transferred or granted a security interest in the Assigned Property other than to the Assignee;
- (b) the Assignor has not performed any act or executed any other instrument which might prevent the Assignee from operating under any of the terms and conditions of this Agreement or which would limit the Assignee in any such operation;
- (c) each of the Assigned Debt, the Promissory Note and the Security is in full force and effect and unamended and there is no default existing thereunder by the Assignor or to the best of the Assignor's knowledge, after having made due enquiry, by the Debtor or any other parties thereto;
- (d) there is no pending or threatened litigation, action, claim or fact known to the Assignor and not disclosed to the Assignee in writing which adversely affects or could so affect the Assigned Debt, the Promissory Note, the Security or the rights of the Assignor thereunder;
- (e) the Assignor has good right, full power and absolute authority to enter into, execute and perform this Agreement; and
- (f) the Assigned Property is capable of assignment to the Assignee in accordance with the provisions of this Agreement and is capable of further assignment in whole or in part by the Assignee or by any agent, receiver or receiver and manager in accordance with the terms hereof and no consent of any third party is required for such assignment or further assignment.

Section 3.02 Covenants:

The Assignor hereby covenants and agrees with the Assignee that:

- (a) it will deliver, forthwith upon the Assignee's reasonable request therefore, receipt, the originals of all documentation evidencing or comprising the Assigned Debt, the Promissory Note or the Security and all resolutions, opinions, registrations, financing statements and information and all other documentation delivered or obtained in connection therewith from time to time;

- (b) it shall not, nor shall it agree to, terminate, cancel, discharge, alter, amend, modify or postpone any of the Assigned Debt, the Promissory Note or the Security in any manner, nor shall it waive or agree to waive any failure of any party thereto to perform any obligation thereunder, or suffer or permit anything allowing any party thereto to cancel, satisfy, discharge or postpone any of the Assigned Debt, the Promissory Note or the Security without full payment of the moneys owing thereunder or consent to any assignment thereof by the Assignee;
- (c) it shall not sell, dispose, assign, charge, mortgage, set over, pledge, hypothecate or otherwise transfer all or part of any of the Assigned Property other than to the Assignee nor shall it perform any act or execute any other instrument which might prevent the Assignee from operating under any of the terms and conditions of this Agreement or which would limit the Assignee in any such operation;
- (d) it shall from time to time and at all times hereafter upon written request so to do, make, do, execute and deliver to, cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be reasonable or necessary in the opinion of the Assignee or its counsel, for more effectually implementing and carrying out the true intent and meaning of this Agreement; and
- (e) it shall notify the Assignee immediately upon becoming aware of any claim or litigation in respect of the Assigned Debt, the Promissory Note or the Security or any default by any party to the Assigned Debt, the Promissory Note or the Security of any of its covenants, obligations, agreements or undertakings thereunder, and shall deliver or cause to be delivered to the Assignee a copy of any written communication or documentation received by it by any party to the Assigned Debt, the Promissory Note or the Security in respect of any default, set-off, adjustment or counterclaim.

ARTICLE FOUR RIGHTS OF ASSIGNEE

Section 4.01 Rights of Assignee:

Without limiting the rights of the Assignee under or pursuant to this Agreement, any other agreement between the parties or otherwise provided by law, the Assignee shall be entitled (but is in no way obligated to), upon any default by the Assignor in respect of any of the Indebtedness or upon any demand for payment by the Assignee to the Assignor of any of the Indebtedness:

- (a) to amend, cancel, discharge, postpone, settle or compromise all or any part of the obligations under, or otherwise deal with, the Assigned Debt, the Promissory Note or the Security for such consideration and on such terms as it may deem appropriate, all in the name of the Assignor;
- (b) to perform, at the Assignor's expense, all or any part of the obligations or covenants of the Assignor under the Assigned Debt, the Promissory Note or the

Security and to enforce performance by the other parties to the Assigned Debt, the Promissory Note or the Security of all or any part of their obligations, covenants and agreements thereunder, including by exercising all or any of the rights and remedies of the Assignor under the Security, all in the name of the Assignor;

- (c) to deal with the Assigned Property as if it were the absolute owner thereof to the same extent as the Assignor could do including, without limitation, either directly or through its agents or any receiver, to collect, demand, sue on, recover, receive, release, settle, postpone, compromise, realize or enforce all or any part of the Assigned Property and for that purpose to give valid and binding receipts and discharges therefore and in respect thereof to take any proceedings in the name of the Assignee or the Assignor or otherwise as the Assignee or its agents or receiver may deem expedient;
- (d) to pay all charges, the payment of which may be necessary to preserve and protect the Assigned Property;
- (e) by instrument in writing appoint any Person, whether an officer or employee of the Assignee or not, as agent of the Assignee to exercise any of the powers, rights and discretions granted to the Assignee by the Assignor under this Agreement or otherwise;
- (f) whether or not the Assignee has taken possession of the Assigned Property, to sell, assign, grant or convey interests in, or otherwise dispose of, the Assigned Property either as a whole or in separate parcels at public auction, by public tender or by private sale, either for cash or upon credit or partly for cash and partly for credit and at such time or times and upon such terms and conditions as the Assignee may determine, with or without notice, advertising or any other formality, all of which are hereby waived by the Assignor; and the Assignee may also rescind or vary any contract of sale, assignment, grant, conveyance or other disposition that may have been entered into and re-sell, re-assign, re-grant, re-convey or otherwise re-dispose of the Assigned Property with or under any of the powers conferred hereunder without being answerable for any loss and may adjourn any such proceedings or transactions from time to time; and the Assignee may execute and deliver to any purchaser, assignee or grantee of the Assigned Property good and sufficient deeds and documents for the same, the Assignee being irrevocably constituted the attorney of the Assignor for the purpose of making any such sale, assignment, grant, conveyance or other disposition and executing such deeds and documents; and
- (g) in addition to those rights granted herein, exercise any other rights the Assignee may have at law, in equity or otherwise as the assignee of the Assigned Property hereunder, including all the rights and remedies of a secured party under applicable personal property security law;

the whole without any liability or responsibility of any kind on the part of the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible.

Section 4.02 Exercise of Powers:

Where any discretionary powers hereunder are vested in the Assignee or its agents, the same may be exercised by an officer, investment manager or manager of the Assignee or its appointed agents or receiver, as the case may be.

Section 4.03 No Obligation to Exercise:

The Assignee shall not be bound to exercise any of the rights and remedies provided hereunder and nothing herein contained shall have or be deemed to have the effect of making the Assignee responsible for the performance of the obligations of the Assignor under the Assigned Debt, the Promissory Note or the Security. In addition, the Assignee need not demand, present, protest, give any notice in connection with, prevent outlawry of, collect, enforce or realize any of the Assigned Debt, the Promissory Note or the Security and need not protect or preserve them from, and is hereby released from all responsibility for, any depreciation in or loss of value which the Assigned Debt, the Promissory Note or the Security (or any of the property or assets subject thereto) may suffer. For greater certainty, the Assignee need not take any necessary steps to preserve rights against prior parties. The Assignee shall be bound to exercise in the keeping of the originals of the documents evidencing or comprising the Assigned Debt, the Promissory Note, the Security or any documentation delivered in connection therewith only the same degree of care as if they were the property of the Assignee and it was keeping them at the branch of the Assignee in which they are held.

ARTICLE FIVE GENERAL

Section 5.01 No Release:

This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignor and the other parties to the Assigned Debt, the Promissory Note or the Security shall not be affected or impaired by:

- (a) any amendment, modification, replacement of or addition or supplement to this Agreement, the Assigned Debt, the Promissory Note, the Security or any other agreements between the parties hereto or any other security provided to the Assignee by the Assignor or others; or
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Assigned Debt, the Promissory Note, the Security or any other agreement with, or security (which term shall include, without limitation, any guarantee or indemnity) provided to, the Assignee by the Assignor or others; or

- (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Assigned Debt, the Promissory Note, the Security or any other agreement with, or security (which term shall include, without limitation, any guarantee or indemnity) provided to, the Assignee by the Assignor or others; or
- (d) any default by the Assignor under, or any invalidity or unenforceability of, or any limitation of the liability of the Assignor or on the method or terms of payment under, or any irregularity or other defect in any other agreement with, or other security (which term shall include, without limitation, any guarantee or indemnity) provided to, the Assignee by the Assignor or others; or
- (e) any merger, consolidation or amalgamation of the Assignor or Debtor into or with any other Person; or
- (f) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor or the Debtor.

Section 5.02 No Partnership:

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

Section 5.03 Rights and Remedies Cumulative:

The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under any other agreement with, or other security (which term shall include, without limitation, any guarantee or indemnity) provided to the Assignee or at law and may be exercised whether or not the Assignee has pursued or is then pursuing any other such rights and remedies.

Section 5.04 Time of Essence:

Time shall be of the essence of this Agreement.

Section 5.05 Notices:

Any demand, notice or other communication to be given hereunder shall, save as otherwise specifically provided, be in writing addressed to the party for whom it is intended and shall not be deemed received until actual receipt thereof by that party except if sent by facsimile, in which

case it shall be deemed received on the Business Day next following the date of transmission. The mailing addresses and the facsimile numbers, if any, of the parties hereto are:

- (a) in respect of the Assignor:

Allied Track Services Inc.
169A South Service Road
Grimsby, Ontario L3M 4H6

Attention: Michael Kenefick, Dave Malay and Nick Kuneman
Email: mpk@kenexholdings.com; njk@kenexholdings.com; and
dave.malay@alliedtrack.ca;
Facsimile: 905 769 1317

- (b) in respect of the Assignee:

Bridging Finance Inc.
77 King Street West, Suite 2925
Toronto, Ontario M5K 1K7

Attention: Graham Marr
Emails: gmarr@bridgingfinance.ca
Facsimile: 416.777.1794

Section 5.06 Waiver:

No consent or waiver, express or implied, by the Assignee to or of any breach or default by the Assignor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Assignor hereunder. Failure on the part of the Assignee to complain of any act or failure to act of the Assignor or to declare the Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Assignee of its rights hereunder.

Section 5.07 Amendments:

This Agreement may not be modified or amended except with the written agreement of the parties hereto.

Section 5.08 Continuing Security:

This Agreement and the rights and remedies it creates are a continuing agreement and security.

Section 5.09 Attachment:

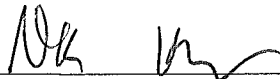
The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

Section 5.10 Counterparts and Formal Date:

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall be deemed to constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear date as of the date written in the beginning of this Agreement. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or emailed PDF and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under seal by their duly authorized signing officers as of the date first above written.

ALLIED TRACK SERVICES INC.

By: 
Name:
Authorized Signing Officer
I have authority to bind the Corporation

BRIDGING FINANCE INC., as Agent

By: _____
Name: Natasha Sharpe
Title: Chief Investment Officer
I have authority to bind the Corporation

[ACKNOWLEDGEMENT OF DEBTOR FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under seal by their duly authorized signing officers as of the date first above written.

ALLIED TRACK SERVICES INC.

By: _____

Name:

Authorized Signing Officer

I have authority to bind the Corporation

BRIDGING FINANCE INC., as Agent

By:  _____

Name: Natasha Sharpe

Title: Chief Investment Officer

I have authority to bind the Corporation

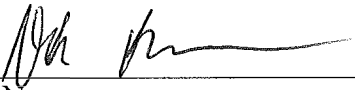
[ACKNOWLEDGEMENT OF DEBTOR FOLLOWS ON NEXT PAGE]

**ACKNOWLEDGEMENT OF ASSIGNMENT OF DEBT AND SECURITY
AGREEMENT**

The undersigned hereby acknowledges receipt of a copy of this Agreement and agrees that upon receipt of written notice from the Assignee of default by the Assignor under or in respect of the Indebtedness, the undersigned will pay the Assigned Debt to the Assignee (without set-off or counterclaim whatsoever), will deal with the Assignee with respect to the Assigned Property and agrees that the Assignee shall be entitled to exercise all of the rights, powers and discretions granted to it under this Agreement with respect to the Assigned Property.

Dated: November 27, 2017.

PITTSBURG BOTTOM LINE, L.L.C.

Per: 

Name:

Authorized Signing Officer

I have authority to bind the Limited Liability Company

**ACKNOWLEDGEMENT OF ASSIGNMENT OF DEBT AND SECURITY
AGREEMENT**

The undersigned hereby acknowledges receipt of a copy of this Agreement and agrees that upon receipt of written notice from the Assignee of default by the Assignor under or in respect of the Indebtedness, the undersigned will pay the Assigned Debt to the Assignee (without set-off or counterclaim whatsoever), will deal with the Assignee with respect to the Assigned Property and agrees that the Assignee shall be entitled to exercise all of the rights, powers and discretions granted to it under this Agreement with respect to the Assigned Property.

Dated: November 27, 2017.

PITTSBURG BOTTOM LINE, L.L.C.

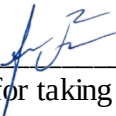
Per: _____

Name: Dave Maloney
Authorized Signing Officer

I have authority to bind the Limited Liability Company

TAB I

THIS IS **EXHIBIT "I"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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 : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

ENQUIRY NUMBER 20201221090139.52 CONTAINS 95 PAGE(S), 46 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.

CHAITONS LLP - AMANDA SOOKNANAN
5000 YONGE STREET, 10TH FLOOR
TORONTO ON M2N 7E9

CONTINUED... 2

CONTINUED... 3

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

767205504

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01

001

4

20201029 1410 1901 1388

P PPSA

05

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ALLIED TRACK SERVICES INC.

04

ADDRESS

169A SOUTH SERVICE ROAD

GRIMSBY

ONTARIO CORPORATION NO.

ON

L3M 4H6

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ALLIED TRACK SERVICES INC.

07

ADDRESS

9995 DALLAS DRIVE

KAMLOOPS,

ONTARIO CORPORATION NO.

BC

V2C 6T4

08

SECURED PARTY /

VALIANT FINANCIAL SERVICES INC.

09

LIEN CLAIMANT

ADDRESS

STE 426 - 505 8840 210 STREET

LANGLEY

BC

V1M 2Y2

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

10

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

11

X

X

X

X

X

12

YEAR MAKE

MODEL

V.I.N.

13

MOTOR

2021 FREIGHTLINER

114SD

1FVHG3DV2LHMC2427

14

VEHICLE

2020 DMF

1630 RAILGEAR

47581F-47582R

15

GENERAL

ALL CRANE TRUCKS AND CRANE TRUCK RELATED EQUIPMENT INCLUDING BUT NOT

16

COLLATERAL

LIMITED TO ONE (1) 2021 FREIGHTLINER 114SD, VIN 1FVHG3DV2LHMC2427,

17

DESCRIPTION

ONE (1) 2020 DECK S/N CM862030553, ONE (1) 2020 1630 RAILGEAR, S/N

18

REGISTERING

ESC CORPORATE SERVICES LTD.

19

AGENT

20

ADDRESS

201-1325 POLSON DRIVE

VERNON

BC

V1T 8H2

21

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 4

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 767205504

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

01 002 4 20201029 1410 1901 1388

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC.

ONTARIO CORPORATION NO.

04 ADDRESS 3828 15A STREET SE CALGARY

AB T2G 3N8

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

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 2020 PALFINGER PK26002EH-D 100673585

12 VEHICLE 2020 DECK 20FT DECK CM862030553

13 GENERAL 47581F-47582R, ONE (1) 2020 PALFINGER PK26002EH-D S/N 100673585

14 COLLATERAL TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS

15 DESCRIPTION SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN

16 REGISTERING
AGENT

ADDRESS

17

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

CONTINUED... 5

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 767205504

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

01 003 4 20201029 1410 1901 1388

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS

14 COLLATERAL WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER

15 DESCRIPTION PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED...

6

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 6

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 767205504

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

01 004 4 20201029 1410 1901 1388

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 7

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

767209662

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20201029 1513 1901 1398	P PPSA	05

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

DEBTOR

03

NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC.

04

ADDRESS	169A SOUTH SERVICE ROAD	GRIMSBY	ONTARIO CORPORATION NO.
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
			ON L3M 4H6

05

DEBTOR

06

NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC.

07

ADDRESS	9995 DALLAS DRIVE	KAMLOOPS,,	ONTARIO CORPORATION NO.
SECURED PARTY / LIEN CLAIMANT	VALIANT FINANCIAL SERVICES INC.		BC V2C 6T4

08

ADDRESS	STE 426 - 505 8840 210 STREET	LANGLEY	BC V1M 2Y2

09

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR
	X	X	X	X
YEAR MAKE	MODEL		V.I.N.	
2021 FREIGHTLINER	114SD		1FVHG3DVXLHKU6182	
2020 DMF	1630 RAILGEAR		47583F-47584R	
GENERAL	ALL CRANE TRUCKS AND CRANE TRUCK RELATED EQUIPMENT INCLUDING BUT NOT			
COLLATERAL	LIMITED TO ONE (1) 2021 FREIGHTLINER 114SD, VIN 1FVHG3DVXLHKU6182,			
DESCRIPTION	ONE (1) 2020 DECK S/N D1214, ONE (1) 2020 1630 RAILGEAR,S/N			
REGISTERING AGENT	ESC CORPORATE SERVICES LTD.			

10

YEAR MAKE	MODEL	V.I.N.
2021 FREIGHTLINER	114SD	1FVHG3DVXLHKU6182
2020 DMF	1630 RAILGEAR	47583F-47584R

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS	201-1325 POLSON DRIVE	VERNON	BC V1T 8H2
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***			

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FILE NUMBER

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

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC.

ADDRESS	3828 15A STREET SE			CALGARY,
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	

NAME	BUSINESS NAME

ADDRESS

ADDRESS

CONSUMER

10

MOTOR 2020 DECK 20FT DECK D1214

GENERAL 47583E-47584R. ONE (1) 2020 PALFINGER PK26002EH-D S/N 100673584

REGISTERING

ADDRESS

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

CONTINUED... 9

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 9

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 767209662

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

01 003 4 20201029 1513 1901 1398

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS

14 COLLATERAL WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER

15 DESCRIPTION PAYMENT THAT INDEMNIFIES OR COMPENSATE FOR LOSS OR DAMAGE TO THE

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 10

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 10

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 767209662

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

01 004 4 20201029 1513 1901 1398

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 11

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 11

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 767173122

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

01	001	1		20201028 1922 1901 1063	R RSLA	01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC.

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE ROAD GRIMSBY ON L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT
LIEN CLAIMANT

09 ADDRESS 30, 26313 TWP ROAD 531A ACHESON AB T7X 5A3

COLLATERAL CLASSIFICATION

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

10 X 21068

YEAR MAKE	MODEL	V.I.N.
2015 HITACHI	ZX220W-3	HCMCKB00P00001137

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 12

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 12

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 766460421

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

01	001	2		20201005 1802 1902 2948	R RSLA	01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE ROAD GRIMSBY ON L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / KAL TIRE A CORPORATE PARTNERSHIP
LIEN CLAIMANT

09 ADDRESS 1848 SEYMOUR STREET NORTH BAY ON P1A 0E2

COLLATERAL CLASSIFICATION

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

10 X 1481

YEAR	MAKE	MODEL	V.I.N.
2000	JCB	BACKHOE	SLP214TC8U0910797

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.
AGENT

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 13

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 13

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 766460421

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

01 002 2 20201005 1802 1902 2948

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 KAL TIRE A CORPORATE PARTNERSHIP

09 ADDRESS 1540 KALAMALKA LAKE ROAD VERNON BC V1T 6V2

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED... 14

REPORT : PSSR060
PAGE : 14

CONTINUED... 15

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

765215244

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01

001

1

20200828 1145 1901 6639

P PPSA

05

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ALLIED TRACK SERVICES, INC.

ONTARIO CORPORATION NO.

04

ADDRESS

169A S. SERVICE ROAD

GRIMSBY

ON

L3M 4H6

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

1435 RAIL, INC.

08

SECURED PARTY / LIEN CLAIMANT

15173 NORTH RD.

FENTON

MI

48430

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

X

X

11

MOTOR VEHICLE

YEAR MAKE

MODEL

V.I.N.

12

GENERAL

2014 PETTIBONE 445E SPEEDSWING

S/N SS10173-14

TOTAL REPLACEMENT

13

COLLATERAL

COST - \$165,000.00

14

DESCRIPTION

15

REGISTERING AGENT

ESC CORPORATE SERVICES LTD.

16

ADDRESS

201-1325 POLSON DRIVE

VERNON

BC

V1T 8H2

17

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

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00764677674

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20200812 1614 1901 2506	P PPSA	05

01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC.	
04		ADDRESS	169A SOUTH SERVICE ROAD	GRIMSBY
				ONTARIO CORPORATION NO.
				ON L3M 4H6
05	DEBTOR			
06	NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC.	
07		ADDRESS	9995 DALLAS DRIVE	KAMLOOPS
				ONTARIO CORPORATION NO.
08	SECURED PARTY /		VALIANT FINANCIAL SERVICES INC.	BC V2C 6T4
	LIEN CLAIMANT			
09		ADDRESS	STE 426 - 505 8840 210 STREET	LANGLEY
				BC V1M 2Y2
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE		
	GOODS	INVENTORY	EQUIPMENT	AMOUNT
			ACCOUNTS OTHER	DATE OF
			INCLUDED	MATURITY
10		X	X	OR
				NO FIXED
				MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
		2021 FREIGHTLINER	114SD	3ALHG3DV93DML1069
12	VEHICLE	2020 DECK	20FT	CM862030538
13	GENERAL	ALL CRANE TRUCKS AND CRANE TRUCK RELATED EQUIPMENT INCLUDING BUT NOT		
14	COLLATERAL	LIMITED TO ONE (1) 2021 FREIGHTLINER 114SD VIN 3ALHG3DV93DML1069,		
15	DESCRIPTION	ONE (1) 2020 DECK S/N CM862030538, ONE (1) 2020 1630 RAIL GEAR S/N		
16	REGISTERING	ESC CORPORATE SERVICES LTD.		
	AGENT			
17		ADDRESS	201-1325 POLSON DRIVE	VERNON
				BC V1T 8H2

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

CONTINUED... 17

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 764677674

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

01	002	4	20200812 1614 1901 2506

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03	NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC.

ONTARIO CORPORATION NO.

04	ADDRESS	3828 15A STREET SE	CALGARY	AB	T2G 3N8

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06	NAME	BUSINESS NAME

ONTARIO CORPORATION NO.

07	ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09	ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11	MOTOR	2020 DIVERSIFIED	1630	47255

12	VEHICLE	2020 PALFINGER	PK26002EH-D	100531930

13 GENERAL 47255 AND ONE (1) 2020 PALFINGER PK26002EH-D S/N 100531930 TOGETHER

14 COLLATERAL WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS

15	DESCRIPTION	SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED... 18

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 18

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 764677674

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

01 003 4 20200812 1614 1901 2506

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS

14 COLLATERAL WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER

15 DESCRIPTION PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 19

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 19

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 764677674

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

01 004 4 20200812 1614 1901 2506

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 20

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

763369353

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200706 1253 1902 0192	P PPSA	05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME

BUSINESS NAME

ALLIED TRACK SERVICES, INC.

ADDRESS

169A S. SERVICE ROAD

GRIMSBY

ONTARIO CORPORATION NO.

ON

L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

1435 RAIL, INC.

ADDRESS

15173 NORTH RD.

FENTON

MI

48430

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.

MOTOR VEHICLE

GENERAL

2015 PETTIBONE SPEEDSWING 445E W/ MAGNET

S/N SS10206-15

TOTAL

COLLATERAL DESCRIPTION

REPLACEMENT COST - \$165,000.00

REGISTERING AGENT

ESC CORPORATE SERVICES LTD.

ADDRESS	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***			

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

763374069

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200706 1437 1830 3789	P PPSA	02

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

DEBTOR

03

NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC

04

ADDRESS	169A SOUTH SERVICE RD	GRIMSBY	ONTARIO CORPORATION NO.
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

DEBTOR

06

NAME	BUSINESS NAME	ONTARIO CORPORATION NO.

07

ADDRESS		ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS	78 QUEENSTON RD	HAMILTON	ON	L8K 6R6

10

COLLATERAL CLASSIFICATION							
CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED		MATURITY	OR MATURITY DATE
X		X		X	19447		X
YEAR MAKE		MODEL		V.I.N.			
2016 CHEVROLET		SILVERADO		3GCUKSEC6GG181220			

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

17

ADDRESS	

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

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

762207111

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200528 1829 9214 2004	R RSLA	01

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

DEBTOR

03

NAME	BUSINESS NAME	ALLIED TRACK SERVICES LTD.

04

ADDRESS	169A SOUTH SERVICE ROAD	RIMSBY	ONTARIO CORPORATION NO.
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

DEBTOR

06

NAME	BUSINESS NAME	ONTARIO CORPORATION NO.

07

ADDRESS	

08

SECURED PARTY / LIEN CLAIMANT	BRANDT TRACTOR LTD.

09

ADDRESS	PO BOX 3856 HWY 1 E	REGNA	SK	S4P 3R8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
					X	8000			

10

YEAR MAKE	MODEL	V.I.N.
2019 JD	120	1FF120CX035557

11

MOTOR VEHICLE

12

GENERAL	7999.88	4200787

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS	

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 23

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 762054102

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

01	001	1		20200522 1343 1901 9614	P PPSA	05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES, INC.

ONTARIO CORPORATION NO.

04 ADDRESS 169A S. SERVICE ROAD GRIMSBY

ON L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT 1435 RAIL, INC.

09 ADDRESS 15173 NORTH RD. FENTON MI 48430

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

12 VEHICLE

13 GENERAL 2015 KERSHAW 12-12 TIE CRANE S/N 12-1464-15 TOTAL REPLACEMENT COST

14 COLLATERAL - \$125,000.00

15 DESCRIPTION

16 REGISTERING
AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 24

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 762054156

00	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20200522 1346 1901 9615	P PPSA	05

DEBTOR
 NAME

DATE OF BIRTH
 BUSINESS NAME

FIRST GIVEN NAME
 ALLIED TRACK SERVICES, INC.

INITIAL
 SURNAME

ONTARIO CORPORATION NO.
 ON L3M 4H6

DEBTOR
 NAME

ADDRESS
 DATE OF BIRTH

169A S. SERVICE ROAD
 FIRST GIVEN NAME

GRIMSBY
 INITIAL

SURNAME

ONTARIO CORPORATION NO.

SECURED PARTY /
 LIEN CLAIMANT

ADDRESS
 1435 RAIL, INC.

COLLATERAL CLASSIFICATION
 CONSUMER

ADDRESS
 15173 NORTH RD.

FENTON
 MI 48430

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

YEAR MAKE
 MOTOR VEHICLE

MODEL
 GENERAL

V.I.N.
 2011 KERSHAW 12-12 TIE CRANE S/N 12-1360-11

TOTAL REPLACEMENT COST
 - \$95,000.00

DESCRIPTION
 REGISTERING AGENT

ESC CORPORATE SERVICES LTD.
 ADDRESS

201-1325 POLSON DRIVE
 VERNON

BC
 V1T 8H2

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FILE NUMBER

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

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

SECURED PARTY / SETAY MOTORS INC

ADDRESS 78 QUEENSTON RD HAMILTON ON L8K 6R6

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

YEAR	MAKE	MODEL	V.I.N.
2019	CHEVROLET	EQUINOX	2GNAXVE0K6280555

EQUINOX 2GNAXVEX0K6280555

GENERAL

DESCRIPTION

AGENT

17 ADDRESS

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

CONTINUED... 26

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FILE NUMBER

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

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC

ADDRESS 169A SOUTH SERVICE RD GRIMSBY

NAME	BUSINESS NAME
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ADDRESS

LIEN CLAIMANT

ADDRESS 78 QUEENSTON RD HAMILTON

CONSUMER

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE

YEAR MAKE

YEAR MAKE	MODEL	VIN
2016 CHEVROLET	STILVERADO	1GC1KUEG2GE106369

GENERAL

DESCRIPTIO

AGENT

ADDRESS

CONTINUED... 27

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

760462182

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200228 0822 1830 3701	P PPSA	04

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

DEBTOR

03

NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC

04

ADDRESS	169A SOUTH SERVICE RD	GRIMSBY	ONTARIO CORPORATION NO.
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

DEBTOR

06

NAME	BUSINESS NAME		ONTARIO CORPORATION NO.

07

ADDRESS			ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS	78 QUEENSTON RD	HAMILTON	ON	L8K 6R6

10

COLLATERAL CLASSIFICATION							
CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED			
X		X		X	76329		X
YEAR MAKE		MODEL			V.I.N.		
2020 CHEVROLET		SILVERADO			1GCUYGELXLZ198673		

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS	

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

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

760367898

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01

001

1

20200225 1457 1830 3695

P PPSA

04

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ALLIED TRACK SERVICES INC

04

ADDRESS

169A SOUTH SERVICE RD

GRIMSBY

ONTARIO CORPORATION NO.

ON

L0R 1N0

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

SETAY MOTORS INC

09

ADDRESS

78 QUEENSTON RD

HAMILTON

ON

L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

X

X

X

69493

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

2020 CHEVROLET

SILVERADO

1GCUYEED8LZ111334

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 29

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 760109382

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

01	001	1		20200213 1557 1532 3329	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC.

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY

ON L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BANK OF MONTREAL/BANQUE DE MONTREAL
LIEN CLAIMANT

09 ADDRESS 250 YONGE STREET, 9TH FLOOR TORONTO ON M5B 2L7

COLLATERAL CLASSIFICATION

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

10 X X

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL LF269 PLEDGE OF INSTRUMENT AND ASSIGNMENT OF PROCEEDS.COLLATERAL

14 COLLATERAL DESCRIBED AS SHORT TERM INVESTMENT #0002-9614-073 IN THE PRINCIPAL

15 DESCRIPTION AMOUNT OF \$9500.00.

16 REGISTERING CSRS

AGENT

17 ADDRESS 4126 NORLAND AVE BURNABY BC V5G 3S8

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

CONTINUED... 30

REPORT : PSSR060
PAGE : 30

CONTINUED... 31

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 31

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 758604393

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

01	001	1		20191216 1321 1830 3661	P PPSA	02

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY ON L0R 1N0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / SETAY MOTORS INC

LIEN CLAIMANT

09 ADDRESS 78 QUEENSTON RD HAMILTON ON L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X			X	13292			X

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2014 CHEVROLET SILVERADO 1GC1KVCG0EF182324

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 32

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

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

21 RECORD FILE NUMBER 758604393

22		C	DISCHARGE
	FIRST GIVEN NAME	INITIAL	SURNAME

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/INTEREST CLAIMANT/ASSIGNEE

08
09 ADDRESS

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	SETAY MOTORS INC							
17	SECURED PARTY/ ADDRESS	78 QUEENSTON ROAD			HAMILTON		ON		L8K 6R6
	LIEN CLAIMANT								

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 33

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 758604411

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

01	001	1		20191216 1323 1830 3662	P PPSA	02

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY ON L0R 1N0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT SETAY MOTORS INC

09 ADDRESS 78 QUEENSTON RD HAMILTON ON L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X		X			X	13292			X

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2014 CHEVROLET SILVERADO 1GC1KVCG8EF181700

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

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

21 RECORD FILE NUMBER 758604411

22		C DISCHARGE
	FIRST GIVEN NAME	INITIAL SURNAME

	TRANSFEROR
25	OTHER CHANGE
26	REASON/
27	DESCRIPTION

05	DEBTOR/	
03/	TRANSFEE	BUSINESS NAME

06

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08		
09		ADDRESS

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	SETAY MOTORS INC							
17	SECURED PARTY/ ADDRESS	78 QUEENSTON ROAD	HAMILTON	ON	L8K 6R6				
	LIEN CLAIMANT								

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 35

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01	001	16		20191210 1520 6083 7281	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES, INC.

ONTARIO CORPORATION NO.

04 ADDRESS 169A S. SERVICE ROAD GRIMSBY

ON L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT 2700902 ONTARIO INC.

09 ADDRESS 275 RICHMOND STREET WEST, 3RD FLOOR TORONTO

ON M5V 1X1

COLLATERAL CLASSIFICATION

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

10 X

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THIS IS A REREGISTRATION OF REGISTRATION NO. 20170808 1443 1902

14 COLLATERAL 1717/ FILE NO. 730659582 REGISTERED ON NOVEMBER 2, 2017 IN FAVOUR OF

15 DESCRIPTION PROGRESS RAIL EQUIPMENT LEASING CORPORATION, WHICH WAS DELETED IN

16 REGISTERING KORMANS LLP

AGENT

17 ADDRESS 46 VILLAGE CENTRE PLACE MISSISSAUGA ON L4Z 1V9

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

CONTINUED... 36

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 36

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01 002 16 20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 37

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 37

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01 003 16 20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL TAMPER - SN 153193 - TOTAL REPLACEMENT COST - \$123,049.00 2007 NU

14 COLLATERAL BEAR RAIL SAW - SN 441 - TOTAL REPLACEMENT COST - \$17,227.00 2012

15 DESCRIPTION KERSHAW BALLAST REGULATOR - SN 46-343-12RB-UG -TOTAL REPLACEMENT

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 38

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

758448099

00	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004	16		20191210 1520 6083 7281		

DEBTOR NAME

DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

BUSINESS NAME

ADDRESS
 DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

ONTARIO CORPORATION NO.

DEBTOR NAME

BUSINESS NAME
 ADDRESS
 DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

10	YEAR MAKE	MODEL	V.I.N.

MOTOR VEHICLE

GENERAL
 COLLATERAL
 DESCRIPTION
 REGISTERING AGENT

COST - \$201,800.00 2013 NORDCO TAMPER - SN 61904013- TOTAL
 REPLACEMENT COST - \$245,113.00 2014 PETTIBONE SPEEDSWING - SN
 SS10188-14 - TOTAL REPLACEMENT COST - \$241,176.00 2014 NORDCO LS-1-

ADDRESS

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01 005 16 20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AUTO LIFT - SN 790677RB-UG - TOTAL REPLACEMENT COST - \$67,923.00

14 COLLATERAL 2014 NORDCO TRIPP - SN 760589 - TOTAL REPLACEMENT COST - \$321,896.00

15 DESCRIPTION 2014 HTT MARK IV TAMPER - SN 7114114 - TOTAL REPLACEMENT COST -

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 40

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 40

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01 006 16 20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL \$802,278.00 2014 DRAPEAU RAIL HEATER - SN 17310-1 - TOTAL

14 COLLATERAL REPLACEMENT COST - \$351,427.00 2015 PETTIBONE SPEEDSWING 445 - SN

15 DESCRIPTION SS10236-15 - TOTAL REPLACEMENT COST - \$264,801.00 2015 KERSHAW 38-6

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 41

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01	007	16	20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03	NAME	BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06	NAME	BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09 ADDRESS
COLLATERAL CLASSIFICATION

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

10	YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13	GENERAL	KRIBBER ADZER - SN 38-214-15 - TOTAL REPLACEMENT COST - \$290,395.00

14	COLLATERAL	2015 KERSHA 4600 BALLAST REGULATOR - SN 4600-201-15 - TOTAL

15	DESCRIPTION	REPLACEMENT COST	-\$274,645.00	2015 KERSAHW 4600 BALLAST REGULATOR -

16 REGISTERING
AGENT

ADDRESS

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

CONTINUED... 42

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 42

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01 008 16 20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SN 4600-202-15 -TOTAL REPLACEMENT COST - \$274,645.00 2015 HTT MARK

14 COLLATERAL IV TAMPER - SN 7114174 - TOTAL REPLACEMENT COST - \$881,030.00 2015

15 DESCRIPTION HTT MARK IV TAMPER - SN 7114195 - TOTAL REPLACEMENT COST -

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 43

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01 009 16 20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL \$881,030.00 2015 NORDCO TRIPP - SN 760613 - TOTAL REPLACEMENT COST -

14 COLLATERAL \$321,896.00 2015 NORDCO TRIPP - SN 760612 - TOTAL REPLACEMENT COST -

15 DESCRIPTION \$321,896.00 2015 NORDCO CX SPIKER W BULK - SN 410395RB-UG - TOTAL

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 44

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01 010 16 20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL REPLACEMENT COST - \$264,801.00 2015 NORDCO CX SPIKER W BULK - SN

14 COLLATERAL 410397RB-UG - TOTAL REPLACEMENT COST - \$264,801.00 2015 NORDCO CX

15 DESCRIPTION SPIKER W BULK - SN 410396RB-UG - TOTAL REPLACEMENT COST -

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 45

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

758448099

00	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		011	16		20191210 1520 6083 7281		

DEBTOR NAME

DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

BUSINESS NAME

ADDRESS
 DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

ONTARIO CORPORATION NO.

DEBTOR NAME

ADDRESS
 DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

BUSINESS NAME

ADDRESS
 DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

ADDRESS
 DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

COLLATERAL CLASSIFICATION

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

10		YEAR MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			
12	GENERAL	\$264,801.00	2015 NORDCO AUTO LIFT - SN 790684RB-UG - TOTAL	
13	COLLATERAL	REPLACEMENT COST - \$72,845.00	2015 NORDCO AUTO LIFT - SN 790683RB-UG	
14	DESCRIPTION	- TOTAL REPLACEMENT COST - \$72,845.00	2015 HT MARK IV TAMPER - SN	
15	REGISTERING AGENT			
16				
17		ADDRESS		

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01	012	16	20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03	NAME	BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06	NAME	BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

10	YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13	GENERAL	7114095 - TOTAL REPLACEMENT COST - \$881,030.00 2015 NORDCO SP2R

14	COLLATERAL	SPIKE PULLER - SN 310349 - TOTAL REPLACEMENT COST - \$193,925.00 2015

15	DESCRIPTION	NORDCO SP2R SPIKE PULLER - SN 310345 - TOTAL REPLACEMENT COST -

16 REGISTERING

AGENT

ADDRESS

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

CONTINUED... 47

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

758448099

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	013	16		20191210 1520 6083 7281		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

DEBTOR

03

NAME	BUSINESS NAME	ONTARIO CORPORATION NO.

04

ADDRESS			
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

DEBTOR

06

NAME	BUSINESS NAME	ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS
COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL	\$193,925.00	2015 NORDCO M7 REGULATOR - SN 800601 - TOTAL REPLACEMENT

14

COLLATERAL	COST - \$418,366.00	2015 KERSHAW 4600 BALLAST REGULATOR - SN

15

DESCRIPTION	4600-215-15 - TOTAL REPLACEMENT COST - \$274,645.00	2015 NORDCO M7

16

REGISTERING AGENT

17

ADDRESS

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

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

758448099

00	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		015	16		20191210 1520 6083 7281		

DEBTOR NAME

DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

BUSINESS NAME

ADDRESS
 DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

ONTARIO CORPORATION NO.

DEBTOR NAME

BUSINESS NAME
 ADDRESS
 DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

ADDRESS
 COLLATERAL CLASSIFICATION

CONSUMER GOODS
 MOTOR VEHICLE INCLUDED
 AMOUNT
 DATE OF MATURITY
 NO FIXED MATURITY DATE

10	YEAR MAKE	MODEL	V.I.N.

MOTOR VEHICLE

GENERAL REPLACEMENT COST - \$319,927.00 1988 JACKSON 6700 TAMPER - SN 143966
 COLLATERAL - TOTAL REPLACEMENT COST - \$319,927.00 2016 NORDCO LS-1 AUTO LIFT - SN 791084 - TOTAL REPLACEMENT COST - \$103,361.00 2015 KERSHAW

REGISTERING AGENT

ADDRESS

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 50

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758448099

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

01 016 16 20191210 1520 6083 7281

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL KRIKBER ADZER - SN 38-218-15 - TOTAL REPLACEMENT COST - \$329,771.00

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 51

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 51

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 756268056

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

01	001	1		20191007 1437 1830 3581	P PPSA	05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY ONTARIO CORPORATION NO. ON L0R 1N0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / SETAY MOTORS INC
LIEN CLAIMANT

09 ADDRESS 78 QUEENSTON RD HAMILTON ON L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X			X	69090			X

10	YEAR MAKE	MODEL	V.I.N.
11	2019 GMC	SIERRA	1GTU9DED6KZ418541

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 52

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FILE NUMBER

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

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

NAME	BUSINESS NAME

SECURED PARTY / SETAY MOTORS INC

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X			X	75601			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2019	CHEVROLET	SILVERADO 1500	1GCUYGED3KZ397829

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

ADDRESS

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

CONTINUED... 55

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 55

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 754634844

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

01	001	1		20190821 1406 7003 3301	P PPSA	03

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY ON L0R 1N0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT SETAY MOTORS INC

09 ADDRESS 78 QUEENSTON RD HAMILTON ON L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X			X	16055			X

10	YEAR MAKE	MODEL	V.I.N.
11	2015 CHEVROLET	SILVERADO	3GCUKREC9FG302720

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

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

21 RECORD FILE NUMBER 754634844

22		C DISCHARGE
	FIRST GIVEN NAME	INITIAL SURNAME

	TRANSFEROR
25	OTHER CHANGE
26	REASON/
27	DESCRIPTION

05	DEBTOR/	
03/	TRANSFeree	BUSINESS NAME

04/07 ADDRESS

```
08                                     ADDRESS
```

10	YEAR	MAKE	MODEL	V. I. N.

11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	SETAY MOTORS INC							
17	SECURED PARTY/ ADDRESS	78 QUEENSTON ROAD			HAMILTON		ON		L8K 6R6
	LIEN CLAIMANT								

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 754634898

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

01	001	1	20190821 1408 7003 3302	P	PPSA	02

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03	NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC

04	ADDRESS	169A SOUTH SERVICE RD	GRIMSBY	ON	L0R 1N0
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	

05 DEBTOR

06	NAME	BUSINESS NAME

ONTARIO CORPORATION NO.

07	ADDRESS

08 SECURED PARTY / SETAY MOTORS INC
LIEN CLAIMANT

09	ADDRESS	78 QUEENSTON RD	HAMILTON	ON	L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER					MOTOR VEHICLE	AMOUNT	DATE OF		NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY	OR	MATURITY DATE
X		X			X	18229			X

10	X	X	X	18229

YEAR	MAKE	MODEL	V.I.N.

11	MOTOR	2015 CHEVROLET	SILVERADO	3GCUKSECFEG398736

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

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PAGE : 58

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REPORT : PSSR060
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REPORT : PSSR060
PAGE : 60

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 61

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 752291199

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

01	001	1		20190613 1357 7003 3208	P PPSA	05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY

ON L0R 1N0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT SETAY MOTORS INC

09 ADDRESS 78 QUEENSTON RD HAMILTON

ON L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X			X	64652			X

10 YEAR MAKE MODEL

11 MOTOR 2019 CHEVROLET BLAZER V.I.N. 3GNKBJRS4KS633973

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 62

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

750712491

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01

001

1

20190501 0901 7003 3158

P PPSA

05

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ALLIED TRACK SERVICES INC

04

ADDRESS

169A SOUTH SERVICE RD

GRIMSBY

ONTARIO CORPORATION NO.

ON

L0R 1N0

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

SETAY MOTORS INC

09

ADDRESS

78 QUEENSTON RD

HAMILTON

ON

L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

X

X

X

64168

X

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

2019 CHEVROLET

SILVERADO

1GCUYEED2KZ289741

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 63

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 750712536

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

01	001	1		20190501 0903 7003 3159	P PPSA	05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY

ON L0R 1N0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT SETAY MOTORS INC

09 ADDRESS 78 QUEENSTON RD HAMILTON

ON L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X			X	52843			X

10 YEAR MAKE MODEL

V.I.N.

11 MOTOR 2019 CHEVROLET

SILVERADO

1GCUYBEFXKZ284481

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 64

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 748254951

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

01	001	1		20190211 1333 1830 3399	P PPSA	05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY

ON L0R 1N0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT SETAY MOTORS INC

09 ADDRESS 78 QUEENSTON RD HAMILTON

ON L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X			X	79494			X

10 YEAR MAKE

MODEL

V.I.N.

11 MOTOR 2019 GMC

SIERRA

1GTU9FEL1KZ225846

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 745951518

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

01 001 5 20181116 1913 5064 2580 P PPSA 04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC.

ONTARIO CORPORATION NO.

04 ADDRESS 169 SOUTH SERVICE RD GRIMSBY

ON L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07 SECURED PARTY /
08 LIEN CLAIMANT WELLS FARGO EQUIPMENT FINANCE COMPANY

09 ADDRESS 1290 CENTRAL PARKWAY W, 11TH FL. MISSISSAUGA

ON L5C 4R3

COLLATERAL CLASSIFICATION

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

10 X X

YEAR MAKE	MODEL	V.I.N.

11 MOTOR 2018 BOBCAT T740 B3CA14608

12 VEHICLE 2018 BOBCAT T740 B3CA14943

13 GENERAL 2018 BOBCAT T740 S/N B3CA14608, 2018 BOBCAT T740 S/N B3CA14943 THE

14 COLLATERAL GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
15 DESCRIPTION ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS

16 REGISTERING AGENT SECUREFACT TRANSACTION SERVICES, INC.

17 ADDRESS 200-372 BAY STREET TORONTO ON M5H 2W9

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

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 66

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 745951518

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

01 002 5 20181116 1913 5064 2580

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

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

17 ADDRESS

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

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 67

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 745951518

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

01 003 5 20181116 1913 5064 2580

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE

14 COLLATERAL LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,

15 DESCRIPTION DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 68

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 745951518

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

01 004 5 20181116 1913 5064 2580

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO

14 COLLATERAL THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO.

15 DESCRIPTION 9988171-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 69

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 745951518

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

01 005 5 20181116 1913 5064 2580

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL FROM TIME TO TIME)

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 70

RUN NUMBER : 356		PROVINCE OF ONTARIO				REPORT : PSSR060	
RUN DATE : 2020/12/21		MINISTRY OF GOVERNMENT SERVICES				PAGE : 70	
ID : 20201221090139.52		PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM					
		ENQUIRY SEARCH RESPONSE					
TYPE OF SEARCH : BUSINESS DEBTOR							
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.							
FILE CURRENCY : 20DEC 2020							
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
FILE NUMBER							
00	742992741						
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	3		20180823 1410 1901 5502	P PPSA	06
	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	ALLIED TRACK SERVICES INC.				
							ONTARIO CORPORATION NO.
04		ADDRESS	169A SOUTH SERVICE ROAD		GRIMSBY	ON L3M 4H6	
	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME					
							ONTARIO CORPORATION NO.
07		ADDRESS					
08	SECURED PARTY / LIEN CLAIMANT	MERIDIAN ONECAP CREDIT CORP.					
09		ADDRESS	SUITE 1500, 4710 KINGSWAY		BURNABY	BC	V5H 4M2
	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT
10			X		X		
	YEAR MAKE			MODEL	V.I.N.		
11	MOTOR	2019 LANDOLL		455B-53	1LH455WJ7K1B26256		
12	VEHICLE						
13	GENERAL	TRAILER(S), RAIL PACKAGE(S), TOGETHER WITH ALL ATTACHMENTS					
14	COLLATERAL	ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND					
15	DESCRIPTION	IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR					
16	REGISTERING AGENT	AVS SYSTEMS INC.					
17		ADDRESS	201 - 1325 POLSON DR.		VERNON	BC	V1T 8H2
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***					

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 71

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 742992741

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

01 002 3 20180823 1410 1901 5502

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A
14 COLLATERAL RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
15 DESCRIPTION COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 72

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 742992741

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

01 003 3 20180823 1410 1901 5502

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 356
RUN DATE : 2020/12/21
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 739717668

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

01	001	1		20180524 1756 1532 8537	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC.

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY

ON L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BANK OF MONTREAL/BANQUE DE MONTREAL
LIEN CLAIMANT

09 ADDRESS 250 YONGE STREET TORONTO

ON M5B 2L7

COLLATERAL CLASSIFICATION

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

10 X X

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL LF269 PLEDGE OF INSTRUMENT AND ASSIGNMENT OF PROCEEDS.

14 COLLATERAL COLLATERAL DESCRIBED AS BMO REDEEMABLE SHORT TERM INVESTMENT

15 DESCRIPTION CERTIFICATE #0002 9627-499 IN THE PRINCIPAL AMOUNT OF \$45,000.00

16 REGISTERING CSRS

AGENT

17 ADDRESS 4126 NORLAND AVE BURNABY BC V5G 3S8

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

CONTINUED... 74

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

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

21 RECORD FILE NUMBER 739717668

22	X	A	AMENDMENT
	FIRST GIVEN NAME	INITIAL	SURNAME

24	DEBTOR/	BUSINESS NAME	ALLIED TRACK SERVICES INC.

25 OTHER CHANGE
26 REASON/ DELETE & ADD GENERAL COLLATERAL DESCRIPTION.

28	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				

03/	TRANSEEREE	BUSINESS NAME

04/07 ADDRESS

08
09 ADDRESS

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

	YEAR	MAKE	MODEL	YEAR
11		MOTOR		
12		VEHICLE		

13 GENERAL DELETE-
14 COLLATERAL LE269 PLEDGE OF INSTRUMENT AND ASSIGNMENT OF PROCEEDS

14	COLLATERAL	EFFECT PLEDGE OF INSTRUMENT AND ASSIGNMENT OF PROCEEDS.
15	DESCRIPTION	COLLATERAL DESCRIBED AS BMO REDEEMABLE SHORT TERM INVESTMENT

16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS				
17	SECURED PARTY /	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

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

REPORT : PSSR060
PAGE : 75

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RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 76

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	03	003		20200904 1941 1531 0085	
21	RECORD FILE NUMBER	739717668			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

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

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

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 COLLATERAL DESCRIBED AS BMO REDEEMABLE SHORT TERM INVESTMENT

14 COLLATERAL CERTIFICATE #0002 9570-998 IN THE PRINCIPAL AMOUNT OF \$45,000.00

15 DESCRIPTION

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

CONTINUED...

77

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

738120861

00	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	5	X	20180410 1632 1590 7191	P PPSA	10

DEBTOR NAME

DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

BUSINESS NAME
 ALLIED TRACK SERVICES INC.

ADDRESS
 C/O 169A SOUTH SERVICE ROAD
 GRIMSBY
 ON
 L3M 4H6

DEBTOR NAME

DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

BUSINESS NAME

ADDRESS
 C/O 169A SOUTH SERVICE ROAD
 GRIMSBY
 ON
 L3M 4H6

SECURED PARTY / LIEN CLAIMANT

ADDRESS
 ALLIED TRACK EQUIPMENT COMPANY, LLC

COLLATERAL CLASSIFICATION

ADDRESS
 1605 S. STATE ST., SUITE 112
 CHAMPAIGN
 IL
 61820

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

MOTOR VEHICLE

YEAR MAKE
 1985 JACKSON
 MODEL
 6700 TAMPER
 V.I.N.
 142414

VEHICLE

YEAR MAKE
 1988 JACKSON
 MODEL
 6700 TAMPER
 V.I.N.
 143966

GENERAL
 ALL OF THE GOODS, MACHINERY, EQUIPMENT AND PERSONAL PROPERTY, INCLUDING THE SERIAL-NUMBERED EQUIPMENT AS SET OUT IN THIS REGISTRATION, (THE "EQUIPMENT") AS DESCRIBED IN AN EQUIPMENT SECURITY

DESCRIPTION
 GOODMANS LLP (D. WISEMAN/HDW)

REGISTERING AGENT

ADDRESS
 3400-333 BAY STREET
 TORONTO
 ON
 M5H 2S7

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 78

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 738120861

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

01 002 5 20180410 1632 1590 7191

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AGREEMENT BETWEEN THE DEBTOR AND THE SECURED PARTY DATED AS OF APRIL
14 COLLATERAL 5, 2018, INCLUDING ALL BOOKS, PAPERS, WARRANTIES, MAINTENANCE RECORDS
15 DESCRIPTION (INCLUDING INVOICES), DOCUMENTS AND OTHER RECORDS OF THE DEBTOR IN
16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 79

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 79

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 738120861

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

01 003 5 20180410 1632 1590 7191

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ANY FORM EVIDENCING OR RELATING TO ANY OF THE EQUIPMENT, AND ANY AND

14 COLLATERAL ALL PROCEEDS THEREFROM

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 80

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 80

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER

00 738120861

		PAGE NO.	OF PAGES	REGISTRATION NUMBER	
01		004	5	20180410 1632 1590 7191	
	YEAR	MAKE		MODEL	V.I.N.
41	2015	NORDCO		SP2R/PULLER	310345
42	2015	NORDCO		SP2R/PULLER	310349
43	2014	NORDCO		TRIPP	760589
44	2015	NORDCO		TRIPP	760612
45	2015	NORDCO		TRIPP	760613
46	2016	NORDCO		LS-1 AUTO LIFT	791084
47	2015	NORDCO		M7/REGULATOR	800601
48	2015	NORDCO		M7/REGULATOR	800602
49	2015	HARSCO		MARK IV TAMPER	7114095
50	2014	HARSCO		MARK IV TAMPER	7114114
51	2015	HARSCO		MARK IV TAMPER	7114174
52	2015	HARSCO		MARK IV TAMPER	7114195
53	2015	KERSHAW		38-6 KRIBBER ADZER	38-214-15
54	2015	NORDCO		CX SPIKER/BIN	410395RB-UG
55	2015	NORDCO		CX SPIKER/BIN	410396RB-UG
56	2015	NORDCO		CX SPIKER/BIN	410397RB-UG

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

CONTINUED... 81

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 81

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER

00 738120861

		PAGE NO.	TOTAL OF PAGES	REGISTRATION NUMBER	
01		005	5	20180410 1632 1590 7191	
	YEAR	MAKE		MODEL	V.I.N.
41	2015	KERSHAW		4600/REGULATOR	4600-201-15
42	2015	KERSHAW		4600/REGULATOR	4600-202-15
43	2015	KERSHAW		4600/REGULATOR	4600-215-15
44	2014	NORDCO		LS-1 AUTO LIFT	790677RB-UG
45	2015	NORDCO		AUTOLIFT	790683RB-UG
46	2015	NORDCO		AUTOLIFT	790684RB-UG
47	2014	PETTIBONE		SPEEDSWING	SS10188-14
48	2015	PETTIBONE		SPEEDSWING 445	SS10236-15
49	2002	HTT		CHASE TAMPER	153193
50	2013	NORDCO		TAMPER	61904013
51	2014	DRAPEAU		RAIL HEATER	17310-1
52	2016	KERSHAW		KRIBBER ADZER	38-218-16
53	2015	KERSHAW		BALLAST REGULATOR	4600-217-15
54	2012	KERSHAW		BALLAST REGULATOR	46-343-12RB-UG
55	2007	NU BEAR		RAIL SAW	441
56					

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

CONTINUED... 82

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 82

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 730960263

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

01	001	003		20170817 1055 1862 2323	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC.

04 ADDRESS 169 SOUTH SERVICE ROAD GRIMSBY

ONTARIO CORPORATION NO.
ON L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME KENEX HOLDINGS LLC

07 ADDRESS 150 N WACKER, SUITE 3025 CHICAGO

ONTARIO CORPORATION NO.
IL 60606

08 SECURED PARTY /
LIEN CLAIMANT INTACT INSURANCE COMPANY

09 ADDRESS 700 UNIVERSITY AVENUE, SUITE 1500 TORONTO ON M5G 0A1

COLLATERAL CLASSIFICATION

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

10	X	X	X	X	X				

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT BORDEN LADNER GERVAIS LLP (J.W. MACLELLAN)

17 ADDRESS 22 ADELAIDE STREET WEST TORONTO ON M5H 4E3

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

CONTINUED... 83

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 83

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 730960263

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

01 002 003 20170817 1055 1862 2323

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME SWIFT RAILROAD HOLDINGS U.S. LLC

04 ADDRESS 150 N WACKER, SUITE 3025 CHICAGO ONTARIO CORPORATION NO. IL 60606

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME ALLIED TRACK EQUIPMENT COMPANY LLC

07 ADDRESS 150 N WACKER, SUITE 3025 CHICAGO ONTARIO CORPORATION NO. IL 60606

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 84

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 84

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 730960263

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

01 003 003 20170817 1055 1862 2323

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2409889 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 169 SOUTH SERVICE ROAD GRIMSBY ON L3M 4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME AV SIGNAL SERVICES HOLDINGS INC.

ONTARIO CORPORATION NO.

07 ADDRESS 169 SOUTH SERVICE ROAD GRIMSBY ON L3M 4H6

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 85

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

730960272

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

001

001

20170817 1055 1862 2324

P PPSA

5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ALLIED TRACK SERVICES INC.

ONTARIO CORPORATION NO.

ON

L3M 4H6

ADDRESS

169 SOUTH SERVICE ROAD

GRIMSBY

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ALLIED TRACK EQUIPMENT COMPANY LLC

ONTARIO CORPORATION NO.

DE

19808

ADDRESS

2711 CENTERVILLE ROAD, SUITE 400

WILMINGTON

SECURED PARTY / LIEN CLAIMANT

INTACT INSURANCE COMPANY

ADDRESS

700 UNIVERSITY AVENUE, SUITE 1500

TORONTO

ON

M5G 0A1

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

X

X

X

X

X

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

BORDEN LADNER GERVAIS LLP (J.W. MACLELLAN)

ADDRESS

22 ADELAIDE STREET WEST

TORONTO

ON

M5H 4E3

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

REPORT : PSSR060
PAGE : 86

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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

727207461

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01

001

1

20170503 0819 7003 2488

P PPSA

06

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ALLIED TRACK SERVICES INC

04

ADDRESS

169A SOUTH SERVICE RD

GRIMSBY

ONTARIO CORPORATION NO.

ON

L0R 1N0

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

SETAY MOTORS INC

09

ADDRESS

78 QUEENSTON RD

HAMILTON

ON

L8K 6R6

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

X

X

X

81177

X

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

2017 CHEVROLET

SILVERADO 1500

3GCUKTEC1HG383566

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 88

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 725108805

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

01 001 1 20170227 0804 1793 2176 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC.

04 ADDRESS 169A SOUTH SERVICE ROAD GRIMSBY

ONTARIO CORPORATION NO.
ON L3M4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME 2409889 ONTARIO INC.

07 ADDRESS 169A SOUTH SERVICE ROAD GRIMSBY

ONTARIO CORPORATION NO.
ON L3M4H6

08 SECURED PARTY /
LIEN CLAIMANT BRIDGING FINANCE INC., AS AGENT

09 ADDRESS 77 KING STREET WEST, SUITE 2925 TORONTO

ON M5K1K7

COLLATERAL CLASSIFICATION

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

10 X X X X X

YEAR MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING
AGENT AIRD & BERLIS LLP (KRR)

17 ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 89

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
 FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

721388043

00

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01

01

001

20161007 1435 1530 9070

P PPSA

5

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ALLIED TRACK SERVICES INC.

04

ADDRESS

169A SOUTH SERVICE ROAD

GRIMSBY

ONTARIO CORPORATION NO.

ON

L3M 4H6

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

FORD CREDIT CANADA LIMITED

09

ADDRESS

PO BOX 2400

EDMONTON

AB

T5J 5C7

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

X

X

X

X

11

MOTOR

YEAR MAKE

2016 FORD

MODEL

F150

V.I.N.

1FTEW1EFXGFC86079

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

CANADIAN SECURITIES REGISTRATION SYSTEMS

17

ADDRESS

4126 NORLAND AVENUE

BURNABY

BC

V5G 3S8

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

REPORT : PSSR060
PAGE : 90

CONTINUED... 91

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 91

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 707604345

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

01 01 001 20150630 1428 8077 5315 P PPSA 7

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ALLIED TRACK SERVICES INC.

ONTARIO CORPORATION NO.

04 ADDRESS 169A SOUTH SERVICE RD GRIMSBY ON L3M4H6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / JOHN DEERE FINANCIAL INC.
LIEN CLAIMANT

09 ADDRESS 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON ON L7L 5Z4

COLLATERAL CLASSIFICATION

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

10 X X X

YEAR MAKE	MODEL	V.I.N.
2015 HITACHI	Z230WFF	HCMLCC60A00004007

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING REGISTRY = RECOVERY INC.
AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 92

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

FILE NUMBER

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

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

LIEN CLAIMANT

COLLATERAL CLASSIFICATION

[illegible]

11 MOTOR

17	ADDRESS	333 BAY STREET SUITE 1610, BOX 22	TORONTO	ON	M5H2R2

CONTINUED... 93

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

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

21 RECORD FILE NUMBER 696668544

22	X	A	AMENDMENT
	FIRST GIVEN NAME	INITIAL	SURNAME

25 TRANSFEROR
OTHER CHANGE

26	REASON/	AMENDING DEBTOR NAME AND ADDRESS
27	DESCRIPTION	

28	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				

05	DEBTOR/		
03/	TRANSFEEE	BUSINESS NAME	ALLIED TRACK SERVICES INC.

06					ONTARIO CORPORATION NO.
04/07	ADDRESS	169A SOUTH SERVICE ROAD	GRIMSBY	ON	L3M4H6

29 ASSIGNOR
SECURED PARTY/INTEREST CLAIMANT/ASSIGNEE

08
09 ADDRESS

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 TRISURA GUARANTEE INSURANCE COMPANY
17	SECURED PARTY/ ADDRESS 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2
	LIEN CLAIMANT

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

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52

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

REPORT : PSSR060
PAGE : 94

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
767274723	20201102 0845 1830 3940			
767205504	20201029 1410 1901 1388			
767209662	20201029 1513 1901 1398			
767173122	20201028 1922 1901 1063			
766460421	20201005 1802 1902 2948	20201119 1945 1465 5687		
765215244	20200828 1145 1901 6639			
764677674	20200812 1614 1901 2506			
763369353	20200706 1253 1902 0192			
763374069	20200706 1437 1830 3789			
762207111	20200528 1829 9214 2004			
762054102	20200522 1343 1901 9614			
762054156	20200522 1346 1901 9615			
761034519	20200318 1521 1830 3729			
761034555	20200318 1524 1830 3730			
760462182	20200228 0822 1830 3701			
760367898	20200225 1457 1830 3695			
760109382	20200213 1557 1532 3329			
758604303	20191216 1319 1830 3660			
758604393	20191216 1321 1830 3661	20201210 1143 7003 3563		
758604411	20191216 1323 1830 3662	20201210 1141 7003 3562		
758448099	20191210 1520 6083 7281			
756268056	20191007 1437 1830 3581	20201204 1217 7003 3551		
755502228	20190916 1531 1830 3556			
754831251	20190827 1331 7003 3317			
754634844	20190821 1406 7003 3301	20201027 0954 1830 3927		
754634898	20190821 1408 7003 3302			
753718365	20190725 1011 7003 3256			
753644925	20190723 1529 7003 3251			
752739984	20190626 1505 1830 3493			
752291199	20190613 1357 7003 3208			

CONTINUED... 95

RUN NUMBER : 356
RUN DATE : 2020/12/21
ID : 20201221090139.52
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALLIED TRACK SERVICES INC.
FILE CURRENCY : 20DEC 2020

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

REPORT : PSSR060
PAGE : 95

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
750712491	20190501 0901 7003 3158			
750712536	20190501 0903 7003 3159			
748254951	20190211 1333 1830 3399			
745951518	20181116 1913 5064 2580			
742992741	20180823 1410 1901 5502			
739717668	20180524 1756 1532 8537	20200904 1941 1531 0085		
738120861	20180410 1632 1590 7191			
730960263	20170817 1055 1862 2323			
730960272	20170817 1055 1862 2324			
728511111	20170608 0946 7003 2547			
727207461	20170503 0819 7003 2488			
725108805	20170227 0804 1793 2176			
721388043	20161007 1435 1530 9070			
714998277	20160323 1422 1616 6209			
707604345	20150630 1428 8077 5315			
696668544	20140602 1005 1462 2442	20150330 1703 1462 3805		

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

Search ID #: Z13374223

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 03194504-111432

Search ID #: Z13374223

Date of Search: 2020-Dec-21

Time of Search: 08:31:04

Business Debtor Search For:

Allied Track Services Inc.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z13374223

Business Debtor Search For:

Allied Track Services Inc.

Search ID #: Z13374223

Date of Search: 2020-Dec-21

Time of Search: 08:31:04

Registration Number: 16051611401

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-May-16

Registration Status: Current

Expiry Date: 2026-May-16 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 ALLIED TRACK SERVICES INC.
169A SOUTH SERVICE ROAD
GRIMSBY, ON L3M4H6

Current

Secured Party / Parties

Block

Status

1 TRISURA GUARANTEE INSURANCE COMPANY
333 BAY STREET SUITE 1610, BOX 22
TORONTO, ON M5H2R2

Current

Collateral: General

Block

Description

Status

1 INVENTORY
EQUIPMENT
ACCOUNTS
MOTOR VEHICLES INCL
OTHER

Current

Search ID #: Z13374223

Business Debtor Search For:

Allied Track Services Inc.

Search ID #: Z13374223

Date of Search: 2020-Dec-21

Time of Search: 08:31:04

Registration Number: 17022713977

Registration Date: 2017-Feb-27

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Feb-27 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)**Block****Status**

Current

1 ALLIED TRACK SERVICES INC.
169A SOUTH SERVICE ROAD
GRIMSBY, ON L3M4H6

Block**Status**

Current

2 2409889 ONTARIO INC.
169A SOUTH SERVICE ROAD
GRIMSBY, ON L3M4H6

Secured Party / Parties**Block****Status**

Current

1 BRIDGING FINANCE INC., AS AGENT
77 KING STREET WEST, SUITE 2925
TORONTO, ON M5K1K7

Collateral: General**Block****Description****Status**

1 ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. Current

Search ID #: Z13374223

Business Debtor Search For:

Allied Track Services Inc.

Search ID #: Z13374223

Date of Search: 2020-Dec-21

Time of Search: 08:31:04

Registration Number: 17022714156

Registration Type: LAND CHARGE

Registration Date: 2017-Feb-27

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 ALLIED TRACK SERVICES INC.
169A SOUTH SERVICE ROAD
GRIMSBY, ON L3M4H6

Current

Block

Status

2 2409889 ONTARIO INC.
169A SOUTH SERVICE ROAD
GRIMSBY, ON L3M4H6

Current

Secured Party / Parties

Block

Status

1 BRIDGING FINANCE INC., AS AGENT
77 KING STREET WEST, SUITE 2925
TORONTO, ON M5K1K7

Current

Search ID #: Z13374223

Business Debtor Search For:

Allied Track Services Inc.

Search ID #: Z13374223

Date of Search: 2020-Dec-21

Time of Search: 08:31:04

Registration Number: 17101024994

Registration Date: 2017-Oct-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Oct-10 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 ALLIED TRACK SERVICES INC.
1700, 10175 - 101 STREET NW
EDMONTON, AB T5J 0H3

Current

Secured Party / Parties**Block****Status**

1 LABORERS' PENSION FUND OF WESTERN CANADA, TRUST
C/O 10154 - 108 STREET NW
EDMONTON, AB T5J 1L3

Current

Collateral: General**Block****Description****Status**

1 All present and after-acquired personal property of the Debtor. The security interest of the Secured Party arises pursuant to section 60(2) of the Employment Pension Plans Act.

Current

Particulars**Block****Additional Information****Status**

1 The complete address of the Secured Party in Block 1 is: c/o Funds Administrative Service Inc., 10154 - 108 Street NW, Edmonton, Alberta T5J 1L3.

Current

Search ID #: Z13374223

Business Debtor Search For:

Allied Track Services Inc.

Search ID #: Z13374223

Date of Search: 2020-Dec-21

Time of Search: 08:31:04

Registration Number: 18041908654

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Apr-19

Registration Status: Current

Expiry Date: 2028-Apr-19 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 ALLIED TRACK SERVICES INC.
C/O 169A SOUTH SERVICE ROAD
GRIMSBY, ON L3M 4H6

Current

Secured Party / Parties

Block

Status

1 ALLIED TRACK EQUIPMENT COMPANY, LLC
1605 S. STATE ST., SUITE 112
CHAMPAIGN, IL 61820

Current

Block

Status

2 ALLIED TRACK EQUIPMENT COMPANY, LLC
1605 S. STATE ST., SUITE 112
CHAMPAIGN, IL 61820

Current

Search ID #: Z13374223

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL OF THE GOODS, MACHINERY, EQUIPMENT AND PERSONAL PROPERTY, INCLUDING THE SERIAL-NUMBERED EQUIPMENT AS SET OUT BELOW IN THIS REGISTRATION, (THE "EQUIPMENT") AS DESCRIBED IN AN EQUIPMENT SECURITY AGREEMENT BETWEEN THE DEBTOR AND THE SECURED PARTY DATED AS OF APRIL 5, 2018, INCLUDING ALL BOOKS, PAPERS, WARRANTIES, MAINTENANCE RECORDS (INCLUDING INVOICES), DOCUMENTS AND OTHER RECORDS OF THE DEBTOR IN ANY FORM EVIDENCING OR RELATING TO ANY OF THE EQUIPMENT, AND ANY AND ALL PROCEEDS THEREFROM SERIAL-NUMBERED EQUIPMENT: 1985 JACKSON 6700 TAMPER 142414 1988 JACKSON 6700 TAMPER 143966 2015 NORDCO SP2R/PULLER 310345 2015 NORDCO SP2R/PULLER 310349 2014 NORDCO TRIPP 760589 2015 NORDCO TRIPP 760612 2015 NORDCO TRIPP 760613 2016 NORDCO LS-1 AUTO LIFT 791084 2015 NORDCO M7/REGULATOR 800601 2015 NORDCO M7/REGULATOR 800602 2015 HARSCO MARK IV TAMPER 7114095 2014 HARSCO MARK IV TAMPER 7114114 2015 HARSCO MARK IV TAMPER 7114174 2015 HARSCO MARK IV TAMPER 7114195 2015 KERSHAW 38-6 KRIBBER ADZER 38-214-15 2015 NORDCO CX SPIKER/BIN 410395RB-UG 2015 NORDCO CX SPIKER/BIN 410396RB-UG 2015 NORDCO CX SPIKER/BIN 410397RB-UG 2015 KERSHAW 4600/REGULATOR 4600-201-15 2015 KERSHAW 4600/REGULATOR 4600-202-15 2015 KERSHAW 4600/REGULATOR 4600-215-15 2014 NORDCO LS-1 AUTO LIFT 790677RB-UG 2015 NORDCO AUTOLIFT 790683RB-UG 2015 NORDCO AUTOLIFT 790684RB-UG 2014 PETTIBONE SPEEDSWING SS10188-14 2015 PETTIBONE SPEEDSWING 445 SS10236-15 2002 HTT CHASE TAMPER 153193 2013 NORDCO TAMPER 61904013 2014 DRAPEAU RAIL HEATER 17310-1 2016 KERSHAW KRIBBER ADZER 38-218-16 2015 KERSHAW BALLAST REGULATOR 4600-217-15 2012 KERSHAW BALLAST REGULATOR 46-343-12RB-UG 2007 NU BEAR RAIL SAW 441	Current

Search ID #: Z13374223

Business Debtor Search For:

Allied Track Services Inc.

Search ID #: Z13374223

Date of Search: 2020-Dec-21

Time of Search: 08:31:04

Registration Number: 20081222505

Registration Date: 2020-Aug-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Aug-12 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Debtor(s)**Block****Status**

Current

1 ALLIED TRACK SERVICES INC.
169A SOUTH SERVICE ROAD
GRIMSBY, ON L3M 4H6

Block**Status**

Current

2 ALLIED TRACK SERVICES INC.
9995 DALLAS DRIVE
KAMLOOPS, BC V2C 6T4

Block**Status**

Current

3 ALLIED TRACK SERVICES INC.
3828 15A STREET SE
CALGARY, AB T2G 3N8

Secured Party / Parties**Block****Status**

Current

1 VALIANT FINANCIAL SERVICES INC.
STE 426 - 505 8840 210 STREET
LANGLEY, BC V1M 2Y2
Email: absecparties@avssystems.ca

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3ALHG3DV93DML1069	2021	FREIGHTLINER 114SD	MV - Motor Vehicle	Current

Search ID #: Z13374223

2	CM862030538	2020	DECK 20FT	MV - Motor Vehicle	Current
3	47255	2020	DIVERSIFIED 1630	MV - Motor Vehicle	Current
4	100531930	2020	PALFINGER PK26002EH-D	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL CRANE TRUCKS AND CRANE TRUCK RELATED EQUIPMENT INCLUDING BUT NOT LIMITED TO ONE (1) 2021 FREIGHTLINER 114SD VIN 3ALHG3DV93DML1069, ONE (1) 2020 DECK S/N CM862030538, ONE (1) 2020 1630 RAIL GEAR S/N 47255 AND ONE (1) 2020 PALFINGER PK26002EH-D S/N 100531930 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID #: Z13374223

Business Debtor Search For:

Allied Track Services Inc.

Search ID #: Z13374223

Date of Search: 2020-Dec-21

Time of Search: 08:31:04

Registration Number: 20102920406

Registration Date: 2020-Oct-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Oct-29 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Debtor(s)**Block****Status**

Current

1 ALLIED TRACK SERVICES INC.
169A SOUTH SERVICE ROAD
GRIMSBY, ON L3M 4H6

Block**Status**

Current

2 ALLIED TRACK SERVICES INC.
9995 DALLAS DRIVE
KAMLOOPS,, BC V2C 6T4

Block**Status**

Current

3 ALLIED TRACK SERVICES INC.
3828 15A STREET SE
CALGARY, AB T2G 3N8

Secured Party / Parties**Block****Status**

Current

1 VALIANT FINANCIAL SERVICES INC.
STE 426 - 505 8840 210 STREET
LANGLEY, BC V1M 2Y2
Email: absecparties@avssystems.ca

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FVHG3DV2LHMC2427	2021	FREIGHTLINER 114SD	MV - Motor Vehicle	Current

Search ID #: Z13374223

2	47581F47582R	2020	DMF 1630 RAILGEAR	MV - Motor Vehicle	Current
3	100673585	2020	PALFINGER PK26002EH-D	MV - Motor Vehicle	Current
4	CM862030553	2020	DECK 20FT DECK	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL CRANE TRUCKS AND CRANE TRUCK RELATED EQUIPMENT INCLUDING BUT NOT LIMITED TO ONE (1) 2021 FREIGHTLINER 114SD, VIN 1FVHG3DV2LHMC2427, ONE (1) 2020 DECK S/N CM862030553, ONE (1) 2020 1630 RAILGEAR, S/N 47581F-47582R, ONE (1) 2020 PALFINGER PK26002EH-D S/N 100673585 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID #: Z13374223

Business Debtor Search For:

Allied Track Services Inc.

Search ID #: Z13374223

Date of Search: 2020-Dec-21

Time of Search: 08:31:04

Registration Number: 20102924384

Registration Date: 2020-Oct-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Oct-29 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Debtor(s)**Block****Status**

Current

1 ALLIED TRACK SERVICES INC.
169A SOUTH SERVICE ROAD
GRIMSBY, ON L3M 4H6

Block**Status**

Current

2 ALLIED TRACK SERVICES INC.
9995 DALLAS DRIVE
KAMLOOPS,,, BC V2C 6T4

Block**Status**

Current

3 ALLIED TRACK SERVICES INC.
3828 15A STREET SE
CALGARY,, AB T2G 3N8

Secured Party / Parties**Block****Status**

Current

1 VALIANT FINANCIAL SERVICES INC.
STE 426 - 505 8840 210 STREET
LANGLEY, BC V1M 2Y2
Email: absecparties@avssystems.ca

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FVHG3DVXLHKU6182	2021	FREIGHTLINER 114SD	MV - Motor Vehicle	Current

Search ID #: Z13374223

2	47583F47584R	2020	DMF 1630 RAILGEAR	MV - Motor Vehicle	Current
3	D1214	2020	DECK 20FT DECK	MV - Motor Vehicle	Current
4	100673584	2020	PALFINGER PK26002EH-D	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL CRANE TRUCKS AND CRANE TRUCK RELATED EQUIPMENT INCLUDING BUT NOT LIMITED TO ONE (1) 2021 FREIGHTLINER 114SD, VIN 1FVHG3DVXLHKU6182, ONE (1) 2020 DECK S/N D1214, ONE (1) 2020 1630 RAILGEAR,S/N 47583F-47584R, ONE (1) 2020 PALFINGER PK26002EH-D S/N 100673584 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATE FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Result Complete

BC OnLine: PPRS SEARCH RESULT 2020/12/21
Lterm: XPSP0054 For: PH43818 DYE AND DURHAM CORPORATION 07:35:00

Index: BUSINESS DEBTOR

List of matches:

Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.
Exact: ALLIED TRACK SERVICES INC.

Page: 1

BC OnLine: PPRS SEARCH RESULT 2020/12/21
Lterm: XPSP0054 For: PH43818 DYE AND DURHAM CORPORATION 07:35:00

Index: BUSINESS DEBTOR

Search Criteria: ALLIED TRACK SERVICES INC.

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

Reg. Date: MAY 16, 2016 Reg. Length: 10 YEARS
Reg. Time: 08:19:02 Expiry Date: MAY 16, 2026
Base Reg. #: 289205J Control #: D3783222

Block#

S0001 Secured Party: TRISURA GUARANTEE INSURANCE COMPANY
333 BAY ST. SUITE 1610, BOX 22
TORONTO ON M5H2R2

=D0001 Base Debtor: ALLIED TRACK SERVICES INC.
(Business) 169A SOUTH SERVICE ROAD
GRIMSBY ON L3M4H6

General Collateral:
INVENTORY
EQUIPMENT
ACCOUNTS
MOTOR VEHICLES INCL
OTHER

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

Reg. Date: FEB 27, 2017 Reg. Length: 5 YEARS
Reg. Time: 05:59:18 Expiry Date: FEB 27, 2022
Base Reg. #: 843918J Control #: D4350039

Block#

S0001 Secured Party: BRIDGING FINANCE INC., AS AGENT
77 KING STREET W, #2925
TORONTO ON M5K1K7

=D0001 Base Debtor: ALLIED TRACK SERVICES INC
(Business) 169A SOUTH SERVICE ROAD
GRIMSBY ON L3M4H6

D0002 Bus. Debtor: 2409889 ONTARIO INC
169A SOUTH SERVICE ROAD
GRIMSBY ON L3M4H6

General Collateral:
ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

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

Reg. Date: OCT 22, 2018 Reg. Length: 3 YEARS
Reg. Time: 10:46:09 Expiry Date: OCT 22, 2021
Base Reg. #: 103249L Control #: D5633618

Block#

S0001 Secured Party: WHEATON CHEVROLET BUICK CADILLAC GMC
LTD.
2867 DOUGLAS STREET
VICTORIA BC V8T4M7

=D0001 Base Debtor: ALLIED TRACK SERVICES INC.
(Business) 1694A SOUTH SERVICE ROAD
GRIMSBY BC L3M4H6

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

V0001	MV	3GTU2PEJXJG336547	2018	GMC SIERRA DENALI 1500

Registering

Party: WHEATON CHEVROLET BUICK CADILLAC GMC
LTD.
2867 DOUGLAS STREET
VICTORIA BC V8T4M7

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

Reg. Date: AUG 12, 2020	Reg. Length: 5 YEARS
Reg. Time: 12:47:46	Expiry Date: AUG 12, 2025
Base Reg. #: 398595M	Control #: D6952706

Block#

S0001 Secured Party: VALIANT FINANCIAL SERVICES INC.
STE 426 - 505 8840 210 STREET
LANGLEY BC V1M2Y2

=D0001 Base Debtor: ALLIED TRACK SERVICES INC.
(Business) 169A SOUTH SERVICE ROAD
GRIMSBY ON L3M4H6

D0002 Bus. Debtor: ALLIED TRACK SERVICES INC.
9995 DALLAS DRIVE
KAMLOOPS BC V2C6T4

D0003 Bus. Debtor: ALLIED TRACK SERVICES INC.
3828 15A STREET SE
CALGARY AB T2G3N8

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

V0001	MV	3ALHG3DV93DML1069	2021	FREIGHTLINER 114SD
V0002	MV	CM862030538	2020	DECK 20FT
V0003	MV	47255	2020	DIVERSIFIED 1630
V0004	MV	100531930	2020	PALFINGER PK26002EH-D

General Collateral:

ALL CRANE TRUCKS AND CRANE TRUCK RELATED EQUIPMENT INCLUDING BUT NOT LIMITED TO ONE (1) 2021 FREIGHTLINER 114SD VIN 3ALHG3DV93DML1069, ONE (1) 2020 DECK S/N CM862030538, ONE (1) 2020 1630 RAIL GEAR S/N 47255 AND ONE (1) 2020 PALFINGER PK26002EH-D S/N 100531930 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS

Continued on Page 3

ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registering

Party: AVS SYSTEMS INC.
201-1325 POLSON DR.
VERNON BC V1T 8H2

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

Reg. Date: OCT 29, 2020	Reg. Length: 5 YEARS

Reg. Time: 11:13:43 Expiry Date: OCT 29, 2025
Base Reg. #: 561537M Control #: D7118047

Block#

S0001 Secured Party: VALIANT FINANCIAL SERVICES INC.
STE 426 - 505 8840 210 STREET
LANGLEY BC V1M2Y2

=D0001 Base Debtor: ALLIED TRACK SERVICES INC.
(Business) 169A SOUTH SERVICE ROAD
GRIMSBY ON L3M4H6

D0002 Bus. Debtor: ALLIED TRACK SERVICES INC.
9995 DALLAS DRIVE
KAMLOOPS, BC V2C6T4

D0003 Bus. Debtor: ALLIED TRACK SERVICES INC.
3828 15A STREET SE
CALGARY AB T2G3N8

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001	MV	1FVHG3DV2LHMC2427	2021	FREIGHTLINER 114SD
V0002	MV	47581F-47582R	2020	DMF 1630 RAILGEAR
V0003	MV	100673585	2020	PALFINGER PK26002EH-D
V0004	MV	CM862030553	2020	DECK 20FT DECK

General Collateral:

ALL CRANE TRUCKS AND CRANE TRUCK RELATED EQUIPMENT INCLUDING BUT NOT LIMITED TO ONE (1) 2021 FREIGHTLINER 114SD, VIN 1FVHG3DV2LHMC2427, ONE (1) 2020 DECK S/N CM862030553, ONE (1) 2020 1630 RAILGEAR, S/N 47581F-47582R, ONE (1) 2020 PALFINGER PK26002EH-D S/N 100673585 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registering

Party: AVS SYSTEMS INC.
201-1325 POLSON DR.
VERNON BC V1T 8H2

Continued on Page 4

Search Criteria: ALLIED TRACK SERVICES INC.

Page: 4

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

Reg. Date: OCT 29, 2020 Reg. Length: 5 YEARS
Reg. Time: 12:34:57 Expiry Date: OCT 29, 2025
Base Reg. #: 561961M Control #: D7118467

Block#

S0001 Secured Party: VALIANT FINANCIAL SERVICES INC.
STE 426 - 505 8840 210 STREET
LANGLEY BC V1M2Y2

=D0001 Base Debtor: ALLIED TRACK SERVICES INC.
(Business) 169A SOUTH SERVICE ROAD
GRIMSBY ON L3M4H6

D0002 Bus. Debtor: ALLIED TRACK SERVICES INC.
9995 DALLAS DRIVE
KAMLOOPS,, BC V2C6T4

D0003 Bus. Debtor: ALLIED TRACK SERVICES INC.
3828 15A STREET SE
CALGARY, AB T2G3N8

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001	MV	1FVHG3DVXLHKU6182	2021	FREIGHTLINER 114SD
V0002	MV	47583F-47584R	2020	DMF 1630 RAILGEAR
V0003	MV	D1214	2020	DECK 20FT DECK
V0004	MV	100673584	2020	PALFINGER PK26002EH-D

ALL CRANE TRUCKS AND CRANE TRUCK RELATED EQUIPMENT INCLUDING BUT NOT LIMITED TO ONE (1) 2021 FREIGHTLINER 114SD, VIN 1FVHG3DVXLHKU6182, ONE (1) 2020 DECK S/N D1214, ONE (1) 2020 1630 RAILGEAR, S/N 47583F-47584R, ONE (1) 2020 PALFINGER PK26002EH-D S/N 100673584 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATE FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Party: AVS SYSTEMS INC.
201-1325 POLSON DR.
VERNON BC V1T 8H2

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

Page: 5

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Sue Shaunessy
(odi1ssha)

 Logoff

Services

Account Services

Account Statements

Registration Services

Financing Statement

Change Statement

Discharge Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit Submission

Title Check

Account Information

Business Debtor

Search Results

Print Requests

Mailing Information

Payment

Help

Search by Business Debtor

Date: 2020-12-21
Time: 9:36:22 AM
Transaction Number: 10257928529

Business Name: Allied Track Services Inc.

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. ALLIED TRACK SERVICES INC.	3

1. ALLIED TRACK SERVICES INC.

1.1 ALLIED TRACK SERVICES INC.: Registration 201806580100 (2018-04-18 3:04:10 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2023-04-17
Special Notices	Perfection in Another Jurisdiction
Debtor Address	C/O 169A SOUTH SERVICE ROAD GRIMSBY, ON CA L3M 4H6
Secured Parties (party code, name, address)	ALLIED TRACK EQUIPMENT COMPANY, LLC 1605 S. STATE ST., SUITE 112 CHAMPAIGN, IL US 61820
General Collateral Description	ALL OF THE GOODS, MACHINERY, EQUIPMENT AND PERSONAL PROPERTY, INCLUDING THE SERIAL-NUMBERED EQUIPMENT AS SET OUT IN THIS REGISTRATION, (THE "EQUIPMENT") AS DESCRIBED IN AN EQUIPMENT SECURITY AGREEMENT BETWEEN THE DEBTOR AND THE SECURED PARTY DATED AS OF APRIL 5, 2018, INCLUDING ALL BOOKS, PAPERS, WARRANTIES, MAINTENANCE RECORDS (INCLUDING INVOICES), DOCUMENTS AND OTHER RECORDS OF THE DEBTOR IN ANY FORM EVIDENCING OR RELATING TO ANY OF THE EQUIPMENT, AND ANY AND ALL PROCEEDS THEREFROM
	7114174 Motor Vehicle 2015 2015 HARSCO MARK IV TAMPER
	7114195 Motor Vehicle 2015 2015 HARSCO MARK IV TAMPER
	38-214-15 Motor Vehicle 2015 2015 KERSHAW 38-6 KRIBBER ADZER
	410395RB-UG Motor Vehicle 2015 2015 NORDCO CX SPIKER/BIN
	410396RB-UG Motor Vehicle 2015 2015 NORDCO CX SPIKER/BIN
	410397RB-UG Motor Vehicle 2015 2015 NORDCO CX SPIKER/BIN
	4600-201-15 Motor Vehicle 2015 2015 KERSHAW 4600/REGULATOR
	4600-202-15 Motor Vehicle 2015 2015 KERSHAW 4600/REGULATOR
	4600-215-15 Motor Vehicle 2015 2015 KERSHAW 4600/REGULATOR
	790677RB-UG Motor Vehicle 2014 2014 NORDCO LS-1 AUTO LIFT
	142414 Motor Vehicle 1985

Serial Numbered Goods
(serial number, category, year, description)

1985 JACKSON 6700 TAMPER
143966 Motor Vehicle 1988 1988 JACKSON 6700 TAMPER
310345 Motor Vehicle 2015 2015 NORDCO SP2R/PULLER
310349 Motor Vehicle 2015 2015 NORDCO SP2R/PULLER
760589 Motor Vehicle 2014 2014 NORDCO TRIPP
760612 Motor Vehicle 2015 2015 NORDCO TRIPP
760613 Motor Vehicle 2015 2015 NORDCO TRIPP
791084 Motor Vehicle 2016 2016 NORDCO LS-1 AUTO LIFT
800601 Motor Vehicle 2015 2015 NORDCO M7/REGULATOR
800602 Motor Vehicle 2015 2015 NORDCO M7/REGULATOR
7114095 Motor Vehicle 2015 2015 HARSCO MARK IV TAMPER
7114114 Motor Vehicle 2014 2014 HARSCO MARK IV TAMPER
790683RB-UG Motor Vehicle 2015 2015 NORDCO AUTOLIFT
790684RB-UG Motor Vehicle 2015 2015 NORDCO AUTOLIFT
SS10188-14 Motor Vehicle 2014 2014 PETTIBONE SPEEDSWING
SS10236-15 Motor Vehicle 2015 2015 PETTIBONE SPEEDSWING 445
153193 Motor Vehicle 2002 2002 HTT CHASE TAMPER
61904013 Motor Vehicle 2013 2013 NORDCO TAMPER
17310-1 Motor Vehicle 2014 2014 DRAPEAU RAIL HEATER
38-218-16 Motor Vehicle 2016 2016 KERSHAW KRIBBER ADZER
4600-217-15 Motor Vehicle 2015 2015 KERSHAW BALLAST REGULATOR
46-343-12RB-UG Motor Vehicle 2012 2012 KERSHAW BALLAST REGULATOR
441 Motor Vehicle 2007 2007 NU BEAR RAIL SAW

1.2 ALLIED TRACK SERVICES INC.: Registration 201703296900 (2017-02-27 7:57:26 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2022-02-27
Debtor Address	169A SOUTH SERVICE ROAD GRIMSBY, ON Canada L3M4H6

This registration is jointly registered with these business debtors	2409889 ONTARIO INC.
Secured Parties (party code, name, address)	BRIDGING FINANCE INC., AS AGENT 77 KING STREET WEST, SUITE 2925 TORONTO, ON Canada M5K1K7
General Collateral Description	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

1.3 ALLIED TRACK SERVICES INC.: Registration 201609003605 (2016-05-16 10:11:42 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-05-16
Debtor Address	169A SOUTH SERVICE ROAD GRIMSBY, ON Canada L3M4H6
Secured Parties (party code, name, address)	TRISURA GUARANTEE INSURANCE COMPANY 333 BAY STREET SUITE 1610, BOX 22 TORONTO, ON Canada M5H2R2
General Collateral Description	INVENTORY EQUIPMENT ACCOUNTS MOTOR VEHICLES INCL OTHER

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.

To start a new search, please select the "New Search" button:

New Search

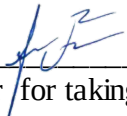
Search Results	Print Requests	Mailing Information	Payment

[Printer Friendly Version](#)

Privacy

TAB J

THIS IS **EXHIBIT "J"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner / for taking Affidavits, etc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of June 6, 2019.

BETWEEN:

Progress Rail Equipment Leasing Corporation

(the "Assignor")

- and -

Bridging Finance, Inc.

(the "Assignee")

RECITALS:

1. By an Installment Sale Contract No. 4915 (the "**ISC**"), attached hereto as Schedule "A" of this Agreement, made between the Assignor and Allied Track Services Inc. (the "**Debtor**"), the Assignor agreed to sell certain equipment (the "**Equipment**") that is more particularly described in Schedule "B" of this Agreement.
2. The Debtor has defaulted in the payment of monies which are secured under the ISC (the "**Debt**").
3. The Assignor has agreed to sell and the Assignee has agreed to purchase the Assignor's interest in the ISC, subject to and upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the payment of USD \$7,612,645.50 from the Assignee to the Assignor and other good and valuable consideration (the sufficiency of which is hereby acknowledged by each of the parties), the parties covenant and agree as follows:

ASSIGNMENT AND ASSUMPTION

4. Upon receipt of payment from the Assignee, the Assignor does hereby transfer and assign to the Assignee (the "**Purchased Assets**"):

- (a) all of the Debt and monies owing to the Assignor in that regard and the right to collect same from any person liable therefor,
- (b) the Assignor's right, title, interest in the Equipment under the ISC, which is attached hereto as Schedule A, including any and all rights, claims, demands and causes of action which the Assignor has under the ISC, at law, including based upon the provisions of the *Personal Property Security Act* (Ontario), or otherwise,
- (c) the ISC,

free and clear of all liens, charges, security interests or other encumbrances granted therein by the Assignor but without recourse of any kind whatsoever to the Assignor, except for breach of any representation or warranty provided by the Assignor herein.

5. The purchase price for the Purchased Assets payable by the Assignee to the Assignor shall be the sum of USD \$7,612,645.50. The Assignee shall pay such amount to the Assignor concurrently with the execution of this assignment by wire transfer to the Assignor.

6. The Assignee accepts such assignment and assumes and agrees to observe and perform all of the Assignor's duties, obligations, terms, provisions and covenants of the ISC.

7. After giving effect to the sale of the Purchased Assets, the Assignor and Assignee shall be jointly entitled to the non-exclusive rights and benefits with respect to any indemnification or other provision, including insurance coverage, of the ISC and/or the Use Agreement dated March 10, 2017 (together the "**Purchased Assets Documents**") that are and remain exercisable or otherwise for the benefit of the Assignor and Assignee (that is, a claim against or harm suffered by either such party for which an indemnification or insurance coverage is available under the Purchased Assets Documents).

REPRESENTATIONS AND WARRANTIES

8. The Assignor represents and warrants to the Assignee that to its knowledge it has not assigned or encumbered its right, title and interest in the Purchased Assets except for any encumbrances arising under the Purchased Assets Documents.
9. The Assignor represents and warrants that to its knowledge the balance owing by the Debtor with respect to installment payments is at least USD \$7,612,645.50.
10. The Assignor represents and warrants that to its knowledge it has the right and authority to transfer, sell and assign the Purchased Assets without the consent of any third party.
11. Subject to the revised Equipment list in Schedule "B", the Assignor represents and warrants that to its knowledge the ISC has not been varied, amended, postponed, released or discharged.
12. Subject to the representations and warranties above, the Assignor makes no representation or warranty of any kind whatsoever. Without limitation to the forgoing, the Assignor makes no representation or warranty of any kind whatsoever with respect to the validity, enforceability, existence, assignability, collectability, value or any other matter whatsoever with respect to the Purchased Assets and in particular, the Assignor does not warrant or represent that:
 - (a) the Assignor's security interest in the Equipment has been appropriately drafted, authorized, or executed, or that the necessary steps have been taken to appropriately register or perfect all or any portion of the security interest;
 - (b) that the right, title, or interest of the Assignor under or by virtue of its security interest or any part thereof is or will be enforceable now or in the future; or
 - (c) the existence, adequacy, value, marketability, quantum, location, condition, fitness, status of repair, or availability of any documents, chattels, receivables, property or collateral referred to or described in or in any way contemplated by all or any part of the Assignor's security interests.
13. The Assignee has (a) reviewed the Purchased Asset Documents and consulted as it deems appropriate with its own legal, accounting, equipment and tax advisors with respect thereto; (b) has

made an independent credit investigation and evaluation of the Debtor, the Purchased Assets and the financing terms that are the subject of the Purchased Asset Documents; (c) has inspected the Equipment to its satisfaction and is relying exclusively on such inspection for its evaluation of the condition of the Equipment and its acceptance thereof; (d) has entered into this Agreement on the basis of such independent evaluation and inspection and has relied only on the representations and warranties of Assignor expressly made in this Agreement, (e) will continue to make its own credit decisions, based on such information as it deems appropriate, in connection with the Purchased Assets, and (f) has sufficient knowledge and experience in financial and business matters to enable it to evaluate the merits and risks of acquiring the Purchased Assets.

14. The purchase of the Purchased Assets contemplated by this Agreement is within the ordinary course of the business of Assignee.

COVENANTS OF THE ASSIGNEE

15. The Assignee covenants and agrees with the Assignor as follows:

- (a) to notify the Debtor and other third parties, as may be required, to give effect to this Agreement, including the filing of such *Personal Property Security Act* Financing Change Statements or other public notices as may be required;
- (b) to commence any proceedings with respect to the Debt, ISC or Equipment in its own name; and
- (c) to indemnify the Assignor and save it fully harmless of and from all loss, cost, damage, expense, claims and liability which it may suffer or incur in connection with (i) any proceedings commenced by the Assignee with respect to the Debt or Equipment, and (ii) any failure by the Assignee to perform any of its covenants or obligations contained in this Agreement.

16. The Assignor hereby authorizes the Assignee and its professional advisors to make any notices as may be required, including the filing of such *Personal Property Security Act* Financing Change Statements and *Bank Act* or other public notices as may be required to give effect to this Agreement, at the expense of the Assignee.

GENERAL CONTRACT PROVISIONS

17. Recitals - Each of the parties represents and warrants to each of the others that each of the recitals set out above is true and correct in substance and in fact, as such recital relates to such party, and such recitals are incorporated as an integral part of this Agreement.
18. Entire Agreement - This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties or other agreements, whether oral or written, between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement.
19. Amendments - No amendment, supplement, modification, waiver or termination of this Agreement shall be binding upon the parties unless same is in writing and signed by all of the parties.
20. Waiver - No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No forbearance by any party to seek remedy for any breach by any other party of any provision of this Agreement shall constitute a waiver of any rights or remedies with respect to any subsequent breach.
21. Headings - The insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part of it.
22. Applicable Law - This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario and shall be treated in all respects as an Ontario contract.
23. Invalidity - If any provision of this Agreement or any part of any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision or part shall not affect the validity, legality or enforceability of any other provision of this Agreement or the balance of any provision of this Agreement absent such part and such invalid, illegal or unenforceable provision or part shall be deemed to be severed from this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision or part had never been inserted in this Agreement.

24. Counterparts - This Agreement may be executed by the parties in separate PDF counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties.

25. Binding Effect - Subject to the receipt by Assignor of the fully executed Acknowledgement and Release of Debtor, which is a condition for the execution and effectiveness of this Agreement by Assignor, this Agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

26. Assignment - Assignee may assign the Purchased Assets but not this Agreement or the benefit of the Assignor's representations and warranties contained herein which are solely for the benefit of the Assignee.

(Signatures on the following page)

ASSIGNMENT AND ASSUMPTION AGREEMENT

[SIGNATURE PAGE]

THIS AGREEMENT has been signed by the parties with effect on the date first set out on the first page of this Agreement.

BRIDGING FINANCE, INC.

By: _____



Name: Graham Marr

Title: Senior Managing Director

**PROGRESS RAIL EQUIPMENT
LEASING CORPORATION**

By: _____



Name: Kelly Roney

Title: Vice President, Corporate
Services

Acknowledgment and Release

In consideration of the Assignor agreeing to this assignment, the Debtor undersigned hereby acknowledges the foregoing and hereby agrees that: (i) as of and from the date hereof that the Assignee will stand in the place of the Assignor in all respects in connection with the ISC as if the Assignee was the original signatory thereto; and (ii) the undersigned and each of its officers, directors, employees, successors and assigns, and each of them do hereby release, acquit, remise and forever discharge the Assignor and all of its officers, directors, agents, servants, employees, solicitors, successors and assigns of and from any and all claims and causes of action of every kind and nature whatsoever, whether in law or in equity, whether implied or expressed, which they ever had, now have, or may in the future have (collectively, "Claims") arising from, incidental to or in connection with the Purchased Assets and further agrees not to make any Claims or take any proceeding against any other person, including any corporation, partnership, entity or individual, who might claim contribution or indemnity against the Assignor with respect to the Purchased Assets.

ALLIED TRACK SERVICES INC.

By: _____

Name:

Title:

- 9 -

Schedule "A"

Schedule "B"

4915 ASSET LIST

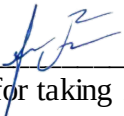
ALLIED TRACK

05-29-2019

YEAR	MAKE	MODEL	DESCRIPTION	S/N
2002	HTT	3300S	Chase Tamper	153193
2014	HTT	MARK IV	Production Tamper w/ Jupiter	7114114
2015	HTT	MARK IV	Production Tamper w/ Jupiter	7114174
2015	HTT	MARK IV	Production Tamper w/ Jupiter	7114195
2015	HTT	MARK IV	Production Tamper w/ Jupiter	7114095
1985	Jackson	6700	Tamper	142414
1988	Jackson	6700	Tamper	143966
2012	Kershaw	46-2	Ballast Regulator	46-343-12RB-UG
2015	Kershaw	38-6	Kribber Adzer	38-214-15
2015	Kershaw	4600	Ballast Regulator	4600-201-15
2015	Kershaw	4600	Ballast Regulator	4600-202-15
2015	Kershaw	4600	Ballast Regulator	4600-215-15
2015	Kershaw	4600	Ballast Regulator	4600-217-15
2015	Kershaw	38-6	Kribber Adzer	38-218-15
2013	Nordco	HST 4013	Hydraulic Switch/Chase Tamper	61904013
2014	Nordco	LS-1	Auto Lift	790677RB-UG
2014	Nordco	TRIPP	Tie Exchanger	760589
2015	Nordco	TRIPP	Tie Exchanger	760613
2015	Nordco	TRIPP	Tie Exchanger	760612
2015	Nordco	CX	Spike Driver w/ Bulk	410395RB-UG
2015	Nordco	CX	Spike Driver w/ Bulk	410397RB-UG
2015	Nordco	CX	Spike Driver w/ Bulk	410396RB-UG
2015	Nordco	LS-1	Auto Lift	790684RB-UG
2015	Nordco	LS-1	Auto Lift	790683RB-UG
2015	Nordco	SP2R	Spike Puller	310349
2015	Nordco	SP2R	Spike Puller	310345
2015	Nordco	M7	Ballast Regulator	800601
2015	Nordco	M7	Ballast Regulator	800602
2016	Nordco		Auto Lift	791084
2007	Nu Bear	RS-98 DPF	Rail Saw	441
2014	Pettibone	445	Speedswing	SS10188-14
2015	Pettibone	445 E	Speedswing	SS10236-15

TAB K

THIS IS **EXHIBIT "K"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of June 11, 2019.

BETWEEN:

Bridging Finance Inc

(the "Assignor")

- and -

2700902 Ontario Inc.

(the "Assignee")

RECITALS:

1. By an Installment Sale Contract No. 4915 (the "**ISC**"), a copy of which has been provided to the Assignee, made between the Progress Rail Equipment Leasing Corporation ("**Progress**") and Allied Track Services Inc. (the "**Debtor**"), Progress agreed to sell certain equipment (the "**Equipment**") that is more particularly described in Schedule "A" of this Agreement.
2. The Debtor has defaulted in the payment of monies which are secured under the ISC (the "**Debt**").
3. Pursuant to an Assignment and Assumption Agreement dated June 6, 2019 (the "**Progress Assignment**"), a copy of which has been provided to the Assignee, the Assignor obtained an assignment of the interest of Progress in the ISC.
4. The Assignor has agreed to sell and the Assignee has agreed to purchase the Assignor's interest in the ISC, subject to and upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the payment of USD \$7,612,645.50 from the Assignee to the Assignor and other good and valuable consideration (the sufficiency of which is hereby acknowledged by each of the parties), the parties covenant and agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Upon receipt of payment from the Assignee, the Assignor does hereby transfer and assign to the Assignee (the "**Purchased Assets**"):

- (a) all of the Debt and monies owing to the Assignor in that regard and the right to collect same from any person liable therefor,
- (b) the Assignor's right, title, interest in the Equipment under the ISC, which is attached hereto as Schedule A, including any and all rights, claims, demands and causes of action which the Assignor has under the ISC, at law, including based upon the provisions of the *Personal Property Security Act* (Ontario), or otherwise,
- (c) the ISC,

free and clear of all liens, charges, security interests or other encumbrances granted therein by the Assignor but without recourse of any kind whatsoever to the Assignor and without any representations or warranties of any kind, including, without limitation, the benefit of any representations or warranties under the Progress Assignment.

2. The purchase price for the Purchased Assets payable by the Assignee to the Assignor shall be the sum of USD \$7,612,645.50. The Assignee shall pay such amount to the Assignor concurrently with the execution of this assignment by wire transfer to the Assignor.

3. The Assignee accepts such assignment and assumes and agrees to observe and perform all of the Assignor's duties, obligations, terms, provisions and covenants of the ISC.

4. After giving effect to the sale of the Purchased Assets, the Assignor and Assignee shall be jointly entitled to the non-exclusive rights and benefits with respect to any indemnification or other provision, including insurance coverage, of the ISC and/or the Use Agreement dated March 10, 2017 (together the "**Purchased Assets Documents**") that are and remain exercisable or otherwise for the benefit of the Assignor and Assignee (that is, a claim against or harm suffered by either such party for which an indemnification or insurance coverage is available under the Purchased Assets Documents).

REPRESENTATIONS AND WARRANTIES

5. The Assignee has (a) reviewed the Purchased Asset Documents and consulted as it deems appropriate with its own legal, accounting, equipment and tax advisors with respect thereto; (b) has made an independent credit investigation and evaluation of the Debtor, the Purchased Assets and the financing terms that are the subject of the Purchased Asset Documents; (c) has inspected the Equipment to its satisfaction and is relying exclusively on such inspection for its evaluation of the condition of the Equipment and its acceptance thereof; (d) has entered into this Agreement on the basis of such independent evaluation and inspection and has relied only on the representations and warranties of Assignor expressly made in this Agreement, (e) will continue to make its own credit decisions, based on such information as it deems appropriate, in connection with the Purchased Assets, and (f) has sufficient knowledge and experience in financial and business matters to enable it to evaluate the merits and risks of acquiring the Purchased Assets.

COVENANTS OF THE ASSIGNEE

6. The Assignee covenants and agrees with the Assignor as follows:

- (a) to notify the Debtor and other third parties, as may be required, to give effect to this Agreement, including the filing of such *Personal Property Security Act* Financing Change Statements or other public notices as may be required;
- (b) to commence any proceedings with respect to the Debt, ISC or Equipment in its own name; and
- (c) to indemnify the Assignor and save it fully harmless of and from all loss, cost, damage, expense, claims and liability which it may suffer or incur in connection with (i) any proceedings commenced by the Assignee with respect to the Debt or Equipment, and (ii) any failure by the Assignee to perform any of its covenants or obligations contained in this Agreement.

7. The Assignor hereby authorizes the Assignee and its professional advisors to make any notices as may be required, including the filing of such *Personal Property Security Act* Financing Change

Statements or other public notices as may be required to give effect to this Agreement, at the expense of the Assignee.

GENERAL CONTRACT PROVISIONS

8. Recitals - Each of the parties represents and warrants to each of the others that each of the recitals set out above is true and correct in substance and in fact, as such recital relates to such party, and such recitals are incorporated as an integral part of this Agreement.

9. Entire Agreement - This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties or other agreements, whether oral or written, between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement.

10. Amendments - No amendment, supplement, modification, waiver or termination of this Agreement shall be binding upon the parties unless same is in writing and signed by all of the parties.

11. Waiver - No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No forbearance by any party to seek remedy for any breach by any other party of any provision of this Agreement shall constitute a waiver of any rights or remedies with respect to any subsequent breach.

12. Headings - The insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part of it.

13. Applicable Law - This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario and shall be treated in all respects as an Ontario contract.

14. Invalidity - If any provision of this Agreement or any part of any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision or part shall not affect the validity, legality or enforceability of any other provision of this Agreement or

the balance of any provision of this Agreement absent such part and such invalid, illegal or unenforceable provision or part shall be deemed to be severed from this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision or part had never been inserted in this Agreement.

15. Counterparts - This Agreement may be executed by the parties in separate PDF counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties.

16. Binding Effect - This Agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

(Signatures on the following page)

ASSIGNMENT AND ASSUMPTION AGREEMENT

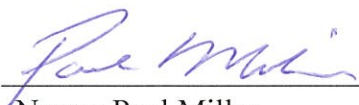
[SIGNATURE PAGE]

THIS AGREEMENT has been signed by the parties with effect on the date first set out on the first page of this Agreement.

BRIDGING FINANCE INC.

By: 
Name: Graham Marr
Title: Senior Managing Director

2700902 ONTARIO INC.

By: 
Name: Paul Millar
Title: President

Schedule "A"

4915 ASSET LIST

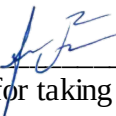
ALLIED TRACK

05-29-2019

YEAR	MAKE	MODEL	DESCRIPTION	S/N
2002	HTT	3300S	Chase Tamper	153193
2014	HTT	MARK IV	Production Tamper w/ Jupiter	7114114
2015	HTT	MARK IV	Production Tamper w/ Jupiter	7114174
2015	HTT	MARK IV	Production Tamper w/ Jupiter	7114195
2015	HTT	MARK IV	Production Tamper w/ Jupiter	7114095
1985	Jackson	6700	Tamper	142414
1988	Jackson	6700	Tamper	143966
2012	Kershaw	46-2	Ballast Regulator	46-343-12RB-UG
2015	Kershaw	38-6	Kribber Adzer	38-214-15
2015	Kershaw	4600	Ballast Regulator	4600-201-15
2015	Kershaw	4600	Ballast Regulator	4600-202-15
2015	Kershaw	4600	Ballast Regulator	4600-215-15
2015	Kershaw	4600	Ballast Regulator	4600-217-15
2015	Kershaw	38-6	Kribber Adzer	38-218-15
2013	Nordco	HST 4013	Hydraulic Switch/Chase Tamper	61904013
2014	Nordco	LS-1	Auto Lift	790677RB-UG
2014	Nordco	TRIPP	Tie Exchanger	760589
2015	Nordco	TRIPP	Tie Exchanger	760613
2015	Nordco	TRIPP	Tie Exchanger	760612
2015	Nordco	CX	Spike Driver w/ Bulk	410395RB-UG
2015	Nordco	CX	Spike Driver w/ Bulk	410397RB-UG
2015	Nordco	CX	Spike Driver w/ Bulk	410396RB-UG
2015	Nordco	LS-1	Auto Lift	790684RB-UG
2015	Nordco	LS-1	Auto Lift	790683RB-UG
2015	Nordco	SP2R	Spike Puller	310349
2015	Nordco	SP2R	Spike Puller	310345
2015	Nordco	M7	Ballast Regulator	800601
2015	Nordco	M7	Ballast Regulator	800602
2016	Nordco		Auto Lift	791084
2007	Nu Bear	RS-98 DPF	Rail Saw	441
2014	Pettibone	445	Speedswing	SS10188-14
2015	Pettibone	445 E	Speedswing	SS10236-15

TAB L

THIS IS **EXHIBIT "L"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

SETTLEMENT AGREEMENT

This Settlement Agreement made as of the 5th April, 2018

AMONG:

BRIDGING FINANCE INC.
(hereinafter referred to as "**Bridging**")

OF THE FIRST PART

-and-

ALLIED TRACK SERVICES, INC.
(hereinafter referred to as "**Allied**")

OF THE SECOND PART

-and-

ALLIED TRACK EQUIPMENT COMPANY LLC
(hereinafter referred to as "**ATEC**")

OF THE THIRD PART

WHEREAS:

- A. Bridging is a secured creditor and majority shareholder of Allied.
- B. Allied and Progress Rail Equipment Leasing Corporation ("**Progress**") entered into an Installment Sale Contract (Transaction Number 4915) (the "**ISC**") signed by Allied and Progress on February 28, 2017 and March 8, 2017 respectively, pursuant to which Allied agreed to purchase the equipment described in Schedule "A" attached hereto (the "**Progress Financed Equipment**") and pay for such equipment over a period of time as set out therein.
- C. At the request of Allied, ATEC paid Progress the sum of USD \$2,750,000, which was treated as a loan advance to Allied. It was the intention that ATEC would become the purchaser of the Progress Financed Equipment and lease the equipment to Allied, however, Progress did not consent to the substitution of ATEC for Allied as the purchaser in the ISC.
- D. ATEC and Allied entered into a Master Equipment Lease Agreement (the "**ATEC Agreement**") dated as of March 8, 2017 pursuant to which ATEC purports to lease the Progress Financed Equipment to Allied.
- E. By letter dated February 5, 2018 (a copy of which is attached hereto as Schedule "B") (the "**Goodmans Letter**") addressed to Bridging's lawyers, Chaitons LLP, ATEC's lawyers, Goodmans LLP, made various allegations against Bridging and Allied.

F. By letter dated March 14, 2018 (a copy of which is attached hereto as Schedule "C") (the "**Progress Letter**"), Progress provided Bridging with notice of Allied's default under the ISC and that formal notice had been sent to Allied demanding payment of ISC arrears and certain taxes.

G. Allied is unable to satisfy the Progress demand for payment.

NOW THEREFORE THIS SETTLEMENT AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. The parties each acknowledge and agree that the foregoing recitals are true and accurate both in substance and in fact.
2. Bridging hereby undertakes to pay to Progress, on the business day after the execution of this Settlement Agreement, the outstanding ISC instalment arrears (excluding withholding taxes) owing to that date (the "**ISC Arrears**").
3. Payment of the ISC Arrears shall represent an increase in the existing over advance by Bridging to Allied, and shall bear interest at the applicable rate pursuant to the Bridging Credit Agreement, and shall be secured by the existing security held by Bridging for payment of Allied's indebtedness to it.
4. Bridging and ATEC hereby consent and agree that, immediately after payment of the ISC Arrears, Allied shall negotiate with Progress for the return to Progress of the items of Progress Financed Equipment which are listed in Schedule "D" hereto, and for a re-setting of the payment terms of the ISC.
5. Concurrent with the execution of this Settlement Agreement:
 - (a) Allied will execute a promissory note in the form attached hereto as Schedule "E" (the "**ATEC Note**") in favour of ATEC for the amount of USD\$3,000,000 (representing the initial advance by ATEC, plus interest thereon at 7.5% per annum for the period from the date of the initial advance to the date hereof, plus the legal expenses incurred by ATEC to date). The ATEC Note shall accrue interest at 7.5% per annum and interest shall be payable thereunder on the first day of each month, commencing on May 1, 2018 (each an "**Interest Payment Date**"). On each Interest Payment Date, or as soon thereafter as possible during that calendar month, Allied shall pay the accrued interest in cash to ATEC provided that the payment terms set out in paragraph (e) below are met, failing which the interest shall be paid in kind and added to the principal amount of the ATEC Note. In all respects, the payment of principal and interest under the ATEC Note shall be consistent with paragraph (e) below;
 - (b) Allied will execute a security agreement in the form attached hereto as Schedule "F" (the "**ATEC Security Agreement**") granting to ATEC a security interest in the Progress Financed Equipment and certain related assets (the "**Equipment Lender Collateral**").

- (c) Bridging will execute a postponement agreement in the form attached hereto as Schedule "G" (the "**Postponement Agreement**") postponing its security interest in the Equipment Lender Collateral in favour of ATEC;
- (d) Allied, Bridging and ATEC will enter into a Uses Agreement for the Equipment Lender Collateral in the form attached hereto as Schedule "H"; and
- (e) Provided that Allied is not in default under the existing Bridging Credit Agreement, at any time that Allied has no less than CDN\$1,000,000 of availability based on the existing margin calculation provided for in the Bridging Credit Agreement:
 - (i) prior to the full repayment of Progress under the ISC, Allied shall make cash interest payments to ATEC under the ATEC Note, plus principal payments of no more than USD \$25,000 monthly; and
 - (ii) following the full repayment of Progress under the ISC, Allied shall commence making blended payments of principal and interest to ATEC in an amount not to exceed USD \$60,000 monthly.

For greater certainty, if on any Interest Payment Date Allied does not have at least CDN\$1,000,000 in availability but it reaches that threshold later during the same calendar month, Allied shall forthwith after reaching that threshold make payment to ATEC of interest in cash for that month and the interest for that month shall thereupon be considered paid in cash and shall not be paid in kind and added to the principal amount of the ATEC Note. Further, in order to permit ATEC to assess and understand what payments are to be made under the ATEC Note consistent herewith, Allied hereby undertakes and agrees to provide to ATEC, at the same time as the delivery thereof to Bridging under the Bridging Credit Agreement, the following information:

- (iii) any weekly (or more frequent) borrowing base certificates generated by Allied for Bridging under the existing Bridging Credit Agreement;
- (iv) any cash flow projections for Allied, as same may be approved by Bridging, acting reasonably, from time to time under the existing Bridging Credit Agreement; and
- (v) copies of any unaudited, internal monthly or quarterly financial statements and of any annual audited financial statements as and when Allied provides same to Bridging under the existing Bridging Credit Agreement.

The documents and agreements listed in subparagraphs (a) to (d) above, will be held in escrow and released on the business day following the execution of this Settlement Agreement.

6. In consideration of the payment of the ISC Arrears, and other good and valuable consideration, the receipt of which is hereby acknowledged, (a) ATEC hereby releases and forever discharges Allied and Bridging, together with their respective affiliated

corporations and other entities, and each of their respective directors, officers, shareholders, employees, agents and advisors (together, the “**A&B Releasees**”) from any and all actions, claims, demands, proceedings, suits, debts, dues, accounts, covenants, and obligations whatsoever, whether presently known or unknown, as against the A&B Releasees or any one of them, that ATEC now has, ever had, or may hereafter have against the A&B Releasees or any of them, by reason of any cause, matter or thing whatsoever in connection with the lease conversion of the Progress Financed Equipment and the matters directly or indirectly referred to in the Goodmans Letter, and (b) Allied and Bridging hereby release and forever discharge ATEC, together with its affiliates and each of its directors, officers, shareholders, employees, agents and advisors (the “**ATEC Releasees**”) from any and all actions, claims, demands, proceedings, suits, debts, dues, accounts, covenants, and obligations whatsoever, whether presently known or unknown, as against the ATEC Releasees or any one of them, that either Allied or Bridging now have, ever had, or may hereafter have against the ATEC Releasees or any of them, by reason of any cause, matter or thing whatsoever in connection with the lease conversion of the Progress Financed Equipment and the matters directly or indirectly referred to in the Goodmans Letter. The A&B Releasees and the ATEC Releasees each undertake and agree not to take any steps or initiate any proceedings against any person, partnership, corporation or other entity which might be entitled to claim contribution, indemnity or other relief over under the provisions of any statute or otherwise with respect to any of the matters released by the Releases provided for herein.

7. Allied will arrange for the surplus Allied owned equipment, as determined by Allied’s management from time to time, to be liquidated with the net proceeds of sale to be paid to Bridging, which Bridging shall apply to the repayment of Allied’s revolving line of credit with Bridging to create borrowing availability for Allied. ATEC shall be provided with monthly reports on the status of the disposition of such surplus equipment and of the application of the net proceeds thereof to Allied’s revolving line of credit with Bridging.
8. The Parties represent and warrant to each other that they each have the capacity and respective authority to enter into and perform their respective obligations under this Settlement Agreement.
9. Time shall be of the essence in all respects herein.
10. This Settlement Agreement and the annexed schedules and all other documents to be executed and delivered pursuant to this Settlement Agreement constitute the entire agreement between the parties as to the matters dealt with herein or therein and supersede all prior negotiations, understandings and agreements. Any amendment to this Settlement Agreement or waiver of any provision of this Settlement Agreement must be in writing and signed by the parties.
11. This Settlement Agreement shall be binding upon and shall enure to the benefit of the parties and their respective successors and assigns.
12. This Settlement Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

13. If, in any jurisdiction, any provision of this Settlement Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.
14. This Settlement Agreement may be signed in counterparts and exchanged via e-mail (with original signed documents to be delivered by mail) and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Settlement Agreement on the date first above written.

BRIDGING FINANCE INC.

Per: _____

Name: _____

Title: _____

Graham Marr
Portfolio Manager

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Corporation.

ALLIED TRACK SERVICES, INC.

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Corporation.

**ALLIED TRACK EQUIPMENT COMPANY
LLC**

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Corporation.

IN WITNESS WHEREOF the parties hereto have executed this Settlement Agreement on the date first above written.

BRIDGING FINANCE INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

ALLIED TRACK SERVICES, INC.

Per:  _____
Name: Dave Malay
Title: President & CEO

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

**ALLIED TRACK EQUIPMENT COMPANY
LLC**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

IN WITNESS WHEREOF the parties hereto have executed this Settlement Agreement on the date first above written.

BRIDGING FINANCE INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

ALLIED TRACK SERVICES, INC.

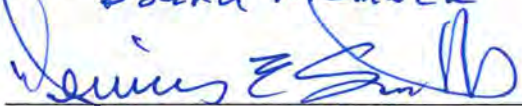
Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

**ALLIED TRACK EQUIPMENT COMPANY
LLC**

Per: 
Name: Rodrick Schmidt
Title: Board Member

Per: 
Name: Dennis Smith
Title: Board Member

I/We have the authority to bind the Corporation.

SCHEDULE "A"

Schedule A

Equipment Description				
	Year	Manufacturer	Model	Serial Number
1	1985	Jackson	6700 Tamper	142414
2	1988	Jackson	6700 Tamper	143966
3	2015	Nordco	SP2R/Puller	310345
4	2015	Nordco	SP2R/Puller	310349
5	2014	Nordco	TRIPP	760589
6	2015	Nordco	TRIPP	760612
7	2015	Nordco	TRIPP	760613
8	2016	Nordco	LS-1 Auto Lift	791084
9	2015	Nordco	M7/Regulator	800601
10	2015	Nordco	M7/Regulator	800602
11	2015	Harsco	Mark IV Tamper	7114095
12	2014	Harsco	Mark IV Tamper	7114114
13	2015	Harsco	Mark IV Tamper	7114174
14	2015	Harsco	Mark IV Tamper	7114195
15	2015	Kershaw	38-6 Kribber Adzer	38-214-15
16	2015	Nordco	CX Spiker/Bin	410395RB-UG
17	2015	Nordco	CX Spiker/Bin	410396RB-UG
18	2015	Nordco	CX Spiker/Bin	410397RB-UG
19	2015	Kershaw	4600/Regulator	4600-201-15
20	2015	Kershaw	4600/Regulator	4600-202-15
21	2015	Kershaw	4600/Regulator	4600-215-15
22	2014	Nordco	LS-1 Auto Lift	790677 R-BUG
23	2015	Nordco	Autolift	790683RB-UG
24	2015	Nordco	Autolift	790684RB-UG
25	2014	Pettibone	Speedswing	SS10188-14
26	2015	Pettibone	Speedwing 445	SS10236-15
27	2002	HTT	Chase Tamper	153193
28	2013	Nordco	Tamper	61904013
29	2014	Drapeau	Rail Heater	17310-1
30	2016	Kershaw	Kribber Adzer	38-218-16
31	2015	Kershaw	Ballast Regulator	4600-217-15
32	2012	Kershaw	Ballast Regulator	46-343-12RB-UG
33	2007	Nu Bear	Rail Saw	441

SCHEDULE “B”



Barristers & Solicitors

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.597-5165
jwadden@goodmans.ca

February 5, 2018

Our File No.: 180043

VIA EMAIL

Bridging Finance Inc.
77 King Street West, Suite 2925
Toronto, Ontario M5K 1K7

Allied Track Services Inc.
169A South Service Road
Grimsby, Ontario L3M 4H6

Attn: Graham Marr, Managing Director

Attn: David Malay, CEO

Kenex Holdings LLC
150 N Wacker, Suite 3025
Chicago, Illinois 60606

Attn: Michael Kenefick and Nick Kuleman

Dear Sirs:

Re: Allied Track Equipment Company LLC

We are counsel to Allied Track Equipment Company LLC ("ATEC"), the shareholders of which are a group of indirect minority shareholders (the "**Minority Shareholders**") of Allied Track Services, Inc. ("**Allied**"). We are writing to you with respect to the Master Equipment Lease Agreement between ATEC and Allied dated as of March 8, 2017 (the "**Master Lease**") under which Allied leases certain equipment from ATEC (the "**Equipment**").

We have been advised by ATEC and the Minority Shareholders that, since June of 2017, Allied has ceased all payments owing to ATEC under the Master Lease, and is rather making payments directly to Progress Rail Equipment Leasing Company ("**Progress**") under an Installment Sale Contract. We are further advised that Bridging Finance Inc. ("**Bridging**"), as Allied's principal secured creditor and now the 80% shareholder of Allied, has refused to allow Allied to make the payments owing to ATEC under the Master Lease. ATEC understands that Bridging has done so for the following reasons: (i) any payments made to ATEC are allegedly a distribution to the Minority Shareholders since they are also the shareholders of ATEC (in such capacity, the "**ATEC Shareholders**"); and (ii) the Installment Sale Contract for the purchase of the Equipment from Progress was put in the name of Allied instead of ATEC (all of which was contrary to the intentions of Allied, ATEC and the ATEC Shareholders (which intentions have

been acknowledged by Bridging), contrary to documents provided to Bridging prior to its initial financing of Allied, and contrary to the transactions that actually took place).

ATEC and the Minority Shareholders are gravely concerned about the events leading to the execution of the Instalment Sale Contract by Allied as opposed to ATEC, and Bridging's effective direction to Allied to cease all payments to ATEC in contravention of the Master Lease.

As you are aware, in light of Allied's ongoing cash constraints in 2016 and 2017 and the increasing difficulty Allied was having in raising additional capital, the ATEC Shareholders agreed to participate in Allied's proposed transaction to restructure certain of its lease arrangements with Progress (the "**Lease Conversion**"). The Lease Conversion envisioned (i) the formation of a stand-alone and separate company (i.e., ATEC) to purchase the relevant equipment from Progress; and (ii) Allied leasing such equipment from the new company under a new lease. The new company was to be capitalized by newly sourced equity from the ATEC Shareholders and the equipment would be purchased by the new company from Progress using such new equity capital and a loan from Progress.

The ATEC Shareholders, based on the various representations made by Allied and Kenex to them between 2016 and March 2017, made the decision to not invest more debt or equity in Allied itself, but to instead invest in ATEC to provide the Equipment to Allied at a lower lease cost. Among other things, Allied and Kenex advised the ATEC Shareholders that participating in the Lease Conversion would result in ATEC owning the equipment, meaning that the ATEC Shareholders would have the security of the Equipment for their investment.

The contracts that were negotiated to give effect to the Lease Conversion were: (i) the Installment Sale Contract between Progress and ATEC for the sale of the Equipment to ATEC; and (ii) the Master Lease Agreement between ATEC and Allied. ATEC and the ATEC Shareholders carried out their end of the bargain – the ATEC Shareholders injected the new equity capital into ATEC; ATEC paid Progress the down payment contemplated by the Installment Sale Contract; Allied paid ATEC the first two payments pursuant to the Master Lease; and ATEC paid Progress the monthly payments contemplated under the Installment Sale Contract.

ATEC and the ATEC Shareholders were shocked to learn that, contrary to what they were told by Allied and Kenex, Allied had inserted its name into the Installment Sale Contract as the purchaser of the Equipment. It of course defies all logic that (i) the ATEC Shareholders would invest in ATEC; (ii) that they would allow ATEC to then make the down payment and monthly payments to Progress; and (iii) Allied would make monthly payments to ATEC, if the parties intended or believed that it was Allied who was actually intended to be the owner of the Equipment under the Lease Conversion.

We have been provided with evidence that clearly shows that Bridging was aware of ATEC, its rights and the documents which were to have been signed, since prior to the date of Bridging's initial financing. First, we have been provided with correspondence sent to Bridging enclosing

copies of the Installment Sale Contract that clearly identifies ATEC as the purchaser of the Equipment. Second, we have been provided with draft copies of a "Use Agreement" that was sent to Bridging prior to the closing of the Bridging financing, in which Allied's and Progress' joint counsel (Aird & Berlis LLP) inserted language acknowledging and addressing ATEC's rights. However, the form of such "Use Agreement" which was actually signed after that draft was circulated did not reflect ATEC or any of the edits which had been proposed by Bridging's own counsel to accommodate the ATEC transaction. Rather, it appears to conveniently reference the Installment Sale Contract signed by Allied in contravention of the documents actually drafted to reflect the real transaction.

Accordingly, the fact that Allied, with Bridging's knowledge, ultimately altered or signed an Installment Sale Contract knowing that that document did not reflect the deal that was struck with ATEC and the ATEC Shareholders is wrongful, oppressive, tortious, and at worst, deceitful.

Moreover, ATEC and the Minority Shareholders are very troubled that Allied stopped payments under the Master Lease effectively at the insistence of Bridging, its principal financier, on the disingenuous basis that Bridging characterized such payments as being merely a distribution to a group of Allied's own shareholders who are subordinate to Bridging. As Bridging is well aware, there is no connection between Allied and ATEC from a corporate structure standpoint: Allied itself did not inject any capital into ATEC, Allied has no ownership interest in ATEC, and ATEC's board of directors is separate and distinct from Allied's board of directors. Moreover Bridging knew or ought to have known that it was ATEC, not Allied, that in fact paid the down payment owing under the Installment Sale Contract.

Bridging's conduct is tortious and oppressive to both ATEC and the ATEC Shareholders who only became a creditor of Allied at Allied's own request as part of its efforts to restructure its significant financial obligations. In particular, Bridging's conflating of ATEC's rights with those of the shareholders of Allied, is not only entirely disingenuous, it is also oppressive and tortious. Bridging's conduct, and Allied's acquiescence, is particularly egregious given that Allied is continuing to use the Equipment for its own sole benefit.

For these reasons, ATEC hereby demands that Allied and Bridging, by no later than February 12, 2018:

- (i) pay ATEC all outstanding amounts owing under the Master Lease;
- (ii) confirm that it will continue thereafter to pay ATEC the amounts owing under the Master Lease when due; and
- (iii) confirm that Allied acknowledges that it does not have any proprietary interest in the Equipment or the Installment Sale Contract except as may be expressly provided for in the Master Lease.

If Allied and Bridging fail to comply with these demands, ATEC will have no alternative but to commence appropriate legal proceedings to remedy this situation, which may include (without limitation) commencing proceedings against Progress for the return of the down payment and funds paid by ATEC to Progress, and ATEC reserves all rights in that regard.

Yours truly,

Goodmans LLP

A handwritten signature in black ink, appearing to read 'Jason Wadden', with a large loop at the start and several horizontal strokes extending to the right.

Jason Wadden
JW/krw

cc: L. Joseph Latham (*Goodmans LLP*)
Tom Horencamp (DLA Piper)

6784026

SCHEDULE “C”

Progress Rail

A Caterpillar Company

March 14, 2018

VIA FEDERAL EXPRESS AND EMAIL

Bridging Finance Inc.
77 King Street West, Suite 2925
Toronto, Ontario M5K 1K7
Attention: Graham Marr
gmarr@bridgingfinance.ca

RE: Notice under that certain Use Agreement ("Use Agreement") dated March 10, 2017 among Bridging Finance Inc., as agent ("Agent"), Progress Rail Equipment Leasing Corporation ("Progress Rail"), and Allied Track Services Inc. ("Allied")

Dear Mr. Marr:

Progress Rail and Agent are parties to the above-referenced Use Agreement related to certain rights and interests of the parties under the Installment Sale Contract (Transaction Number 4915) executed by Allied February 28, 2017 and by Progress Rail March 8, 2017 (the "Installment Sale Contract") regarding the installment sale by Progress Rail to Allied of the Units of maintenance of way equipment described therein.

This letter is sent pursuant to the Use Agreement to formally notify Agent of Allied's default, breach, and failure to perform under the Installment Sale Contract, including Allied's failure:

- i. to pay monthly installment payments for January, February and March of 2018 under Section 4 of the Installment Sale Contract (totaling \$447,460.77).
- ii. under special condition (b) of the Installment Sale Contract to provide proof of Allied's self-report and payment of \$292,467.00 to the Canadian tax authority for taxes that Allied was required to withhold from lease payments under the Master Lease (as defined in the Installment Sale Contract).
- iii. under special condition (b) of the Installment Sale Contract to provide proof of Allied's payment of \$233,490.50 to the Canadian tax authority for taxes applicable to the Master Lease Termination Payment (as defined in the Installment Sale Contract).
- iv. under special condition (a) of the Installment Sale Contract to return to Progress Rail the following equipment previously leased to Allied under the Master Lease: Brandt Model 5500 Power Unit OTM Tracker (S/N 1NPAXBEX85D833104).

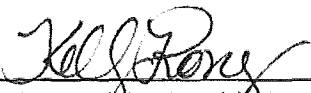


Please note that Progress Rail has sent formal notice to Allied demanding immediate payment of the above-referenced amounts and Allied's full compliance with the Installment Sale Contract.

If you have any questions regarding this letter, please contact Daniel Daugherty by phone at 810-252-7729, or by email at ddaugherty@progressrail.com. Nothing in this letter should be construed as a waiver of any right or remedy of Progress Rail under any of the agreements described above, or under law.

Regards,

PROGRESS RAIL EQUIPMENT LEASING CORPORATION



Kelly Roney, Vice President



SCHEDULE “D”

ATEC Equipment - Surplus

Equipment Type	Equip Code	Make	Model	Year, Make, Model & Description	FMV*
Plate Jack	64-10J-L	Nordco	Plate Jack	2015 Nordco LS-1 Auto lift	\$ 98,674.00
Plate Jack	64-11J-L	Nordco	Plate Jack	2015 Nordco LS-1 Auto lift	\$ 104,957.00
Plate Jack	64-12J-L	Nordco	Plate Jack	2016 Nordco LS-1 Auto Lift	\$ 104,957.00
Spike Puller	65-16P-L	Nordco	2R Sp Puller	2015 Nordco SP2R-Extended Cab	\$ 218,504.00
Spike Puller	65-17P-L	Nordco	2R Sp Puller	2015 Nordco SP2R-Extended Cab	\$ 216,403.00
Regulator	80-14B-L	Nordco	M7-Regulator	2015 Nordco M7 Regulator w/Snow Fighter	\$ 470,184.00
Spiker	82-14D-L	Nordco	CX Spiker	2015 Nordco CX Spiker	\$ 297,360.00
Spiker	82-15D-L	Nordco	CX Spiker	2015 Nordco CX Spiker	\$ 297,360.00
Tripp	83-13I-L	Nordco	TRIPP	2015 Model D	\$ 397,384.00
Tripp	83-14I-L	Nordco	TRIPP	2015 Model D	\$ 397,384.00

* Value taken from May 9th 2017 Progress Quote

\$ 2,603,167.00

** Possibility these will not be surplus

** Confirmed List*

[Signature]

Dave Malan

SCHEDULE “E”

PROMISSORY NOTE

April 5, 2018

\$3,000,000.00 USD

FOR VALUE RECEIVED, Allied Track Services Inc., a corporation governed by the laws of Ontario (the “**Debtor**”), hereby unconditionally promises to pay to the order of Allied Track Equipment Company, LLC, a limited liability company governed by the laws of [Delaware] (the “**Lender**”), at the offices of the Lender at 1605 S. State Street, Suite 112, Champaign, IL 61820, or at such other place as the Lender or any holder hereof may from time to time designate, the principal sum of THREE MILLION DOLLARS (\$3,000,000.00) in lawful money of the United States of America and in immediately available funds, in accordance with the terms of the Settlement Agreement (as defined below) and this Note. The principal amount outstanding under this Note owing from Debtor to Lender shall be recorded by Lender from time to time in its own records and on the grid schedule attached hereto as Schedule A (the “**Grid**”).

For purposes hereof, the term “Settlement Agreement” shall mean the settlement agreement dated of as of the date hereof between the Debtor, the Lender and Bridging Finance Inc. as it now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned to them in the Settlement Agreement.

The Debtor hereby further promises to pay interest to the order of the Lender on the balance of the principal amount outstanding, as reflected in the Grid from time to time, at the rate of 7.5% per annum whether paid in cash (“**Cash Interest**”) or paid-in-kind (as provided for below) (“**PIK Interest**”, and together with Cash Interest, “**Interest**”). Interest shall be payable on the first day of each month, commencing on May 1, 2018 (each such date, an “**Interest Payment Date**”). On each Interest Payment Date, the Debtor shall pay Cash Interest to the Lender, provided that if Cash Interest cannot be paid in accordance with the terms of the Settlement Agreement on such Interest Payment Date, then the Interest for such Interest Payment Date shall be paid as PIK Interest. For greater certainty, the basis on which Cash Interest and principal amounts shall be payable in any month shall be as set out in paragraph 5(e) of the Settlement Agreement, which is incorporated herein by reference.

The Debtor hereby agrees the Lender may from time to time record all necessary information on the Grid, including, without limitation, (i) all Cash Interest payments made to the Lender by the Debtor hereunder, (ii) any PIK Interest payments, and (iii) all principal payments made by the Debtor on account of the amounts outstanding under this Note, and to adjust the balance of amounts owing under this Note by the Debtor to the Lender. The amounts outstanding from time to time under this Note as evidenced on the Grid shall, in the absence of manifest error, be conclusive and binding on the Debtor; provided that notwithstanding the information set out on the Grid, the failure of the Lender to record any amounts owing or paid hereunder on the Grid shall not affect the obligation of the Debtor to pay to the Lender all amounts due and payable to Lender by Debtor.

This Note is secured by the Equipment Lender Collateral pursuant to an equipment security agreement dated as of the date hereof between the Lender and the Debtor (the “ESA”).

Any of the following shall be an event of default under this Note (each an “**Event of Default**”):

(a) the failure by the Debtor to make payment of any Cash Interest or principal amounts as and when payable pursuant to paragraph 5(e) of the Settlement Agreement, and such failure remains unremedied for five (5) business days after notice thereof from the Lender to the Debtor; or (b) if any other event of default shall occur pursuant to the ESA (or if the Settlement Agreement shall be terminated for any reason whatsoever), then and in any such event, in addition to all of the other rights and remedies of the Lender under the ESA, applicable law or otherwise, all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively and concurrently, the Lender may, at its option, declare any or all of the Debtor’s obligations, liabilities and indebtedness owing to the Lender under this Note or the Settlement Agreement (the “**Obligations**”), to be due and payable, whereupon the then unpaid balance hereof, together with all interest accrued thereon, shall forthwith become due and payable, together with interest accruing thereafter at the interest rate stated above until the indebtedness evidenced by this Note is paid in full, plus the costs and expenses of collection hereof, including, but not limited to, legal fees and expenses.

The Debtor (a) waives diligence, demand, presentment, protest and notice of any kind, (b) agrees that it will not be necessary for the Lender to first institute suit in order to enforce payment of this Note, and (c) consents to any one or more extensions or postponements of time of payment,

release, surrender or substitution of collateral security, or forbearance or other indulgence, without notice or consent. The pleading of any statute of limitations as a defence to any demand against the Debtor is expressly hereby waived by the Debtor. Upon any Event of Default or termination of the Settlement Agreement, the Lender shall have the right, but not the obligation, to setoff against this Note any money owed by the Lender to the Debtor.

The Lender shall not be required to resort to any Equipment Lender Collateral for payment, but may proceed against the Debtor and any guarantors or endorsers hereof in such order and manner as the Lender may choose. None of the rights of the Lender shall be waived or diminished by any failure or delay in the exercise thereof.

This Note shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Debtor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario (except that the Lender shall have the right to bring any action or proceeding against the Debtor or its property in the courts of any other jurisdiction which the Lender deems necessary or appropriate in order to realize on the Equipment Lender Collateral or to otherwise enforce its rights against the Debtor or its property).

The Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to it and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the mail, or, at the Lender's option, by service upon the Debtor by way of email, or in any other manner provided under the rules of any such courts.

The execution and delivery of this Note has been authorized by the Board of Directors and by any necessary authorization of the shareholders of the Debtor.

This Note shall be binding upon the successors and assigns of the Debtor and shall enure to the benefit of the Lender and its successors and permitted assigns. Whenever used herein, the term "Debtor" shall be deemed to include its successors and the term "Lender" shall be deemed to include its successors and assigns. The Debtor may not assign its liabilities and obligations under this Note. If any term or provision of this Note shall be held invalid, illegal or unenforceable, the validity of all other terms and provisions hereof shall in no way be affected

thereby. In the event of any conflict or inconsistency between the terms of this Note and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall govern.

DATED as of this 5th day of April, 2018.

ALLIED TRACK SERVICES INC.

Per:

Name:

Title:

SCHEDULE A

GRID SCHEDULE

(All amounts in USD\$)

[illegible]

SCHEDULE “F”

EQUIPMENT SECURITY AGREEMENT

BETWEEN:

ALLIED TRACK SERVICES INC.

– and –

ALLIED TRACK EQUIPMENT COMPANY, LLC

Goodmans^{LLP}

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SCHEDULE 2.1 EQUIPMENT

SCHEDULE 3.1(b) Place(s) of Business and Location(s) of Records and Collateral

EQUIPMENT SECURITY AGREEMENT

THIS AGREEMENT is made as of the 5th day of April, 2018.

BETWEEN:

ALLIED TRACK SERVICES INC., a corporation incorporated under the laws of the Province of Ontario,

AND

ALLIED TRACK EQUIPMENT COMPANY, LLC, a corporation incorporated under the laws of the State of Illinois,

RECITALS:

- A. The Debtor has agreed to grant a security interest and assignment, mortgage, hypothecation and charge in the Collateral as provided herein in order to secure the performance of its Obligations (as hereinafter defined) to the Secured Party.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, the following terms shall have the following corresponding meanings:

“Accessions” has the meaning given to it in the PPSA.

“Agreement”, **“this Agreement”**, **“the Agreement”**, **“herein”**, **“hereby”**, **“hereof”**, **“hereunder”** and similar expressions mean this Equipment Security Agreement between the Debtor and the Secured Party, including all schedules, and all instruments amending or restating this Agreement. All references to **“Articles”**, **“Sections”**, **“Schedules”** mean and refer to the specified article, section, schedule of this Agreement.

“ATEC Equipment Financing” means the financing provided by the Secured Party to the Debtor (as evidenced by the Promissory Note) for the purpose of funding the acquisition of certain equipment by the Debtor;

“BIA” means the *Bankruptcy and Insolvency Act* (Canada).

“**Bridging**” means Bridging Finance Inc.

“**Bridging Credit Facilities**” means those certain credit facilities extended by Bridging to the Debtor as of the date hereof.

“**Business Day**” means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario, on which the principal Canadian chartered banks in the City of Toronto, Ontario are open for business.

“**CCAA**” means the *Companies’ Creditors Arrangement Act* (Canada).

“**Collateral**” has the meaning given to it in Section 2.1.

“**Debtor**” means Allied Track Services Inc., its successors and permitted assigns.

“**Event of Default**” has the meaning given to it in Article V of this Agreement.

“**Governmental Authority**” means any governmental, regulatory or administrative authority, department, agency, commission, board, panel, tribunal, Crown corporation, Crown ministry or court or other law, rule or regulation-making or enforcing entity having or purporting to have jurisdiction on behalf of any nation, or province, territory or state or other subdivision thereof or any municipality, district or other subdivision thereof.

“**Notice**” has the meaning given to it in Section 6.2 of this Agreement.

“**Obligations**” means any and all obligations, liabilities and indebtedness of every kind, nature and description owing by the Debtor and any of its respective affiliates to the Secured Party in connection with the ATEC Equipment Financing, the Promissory Note and/or the Settlement Agreement, including principal, interest, charges, fees, costs and expenses, however evidenced.

“**Permitted Encumbrances**” has the meaning given to it in Section 4.2 of this Agreement.

“**Person**” means any individual, sole proprietorship, limited or unlimited liability corporation or company, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Authority, and a natural person, including in such person’s capacity as trustee, heir, beneficiary, executor, administrator or other legal representative.

“**PPSA**” means the *Personal Property Security Act* (Ontario).

“**Proceeds**” has the meaning given to it in the PPSA.

“**Progress**” means Progress Rail Equipment Leasing Corporation.

“**Progress Sales Contract**” shall mean the instalment sales contract dated March 7, 2017 among Progress and the Debtor;

“Promissory Note” means the promissory note dated as of the date hereof in the principal amount of \$3,000,000.00 USD made by the Debtor in favour of the Secured Party.

“Receiver” means any receiver, interim receiver, receiver and manager or agent of all or any part of the Collateral appointed by the Secured Party.

“Secured Party” means Allied Track Equipment Company, LLC, its successors or assigns.

“Settlement Agreement” means the settlement agreement among the Secured Party, Bridging and the Debtor dated as of this date, as the same may be amended, varied, supplemented, restated, amended and restated, renewed or replaced from time to time.

1.2 Certain Rules of Interpretation

In this Agreement and the Schedules:

- (a) **Time** - Time is of the essence in and of this Agreement.
- (b) **Calculation of Time** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- (c) **Business Days** - Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d) **Currency** - Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of the United States of America.
- (e) **Headings** - The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (g) **Plurals and Gender** - The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such Persons or circumstances as the context otherwise permits.
- (h) **Statutory References** - Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated

thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

1.3 Applicable Law and Attornment

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Debtor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.4 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement:

Schedule 2.1 Equipment

Schedule 3.1(b) Place(s) of Business and Location(s) of Records and Collateral

ARTICLE II GRANT OF SECURITY INTEREST

2.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Secured Party, the Debtor hereby assigns, charges, pledges, mortgages and grants to the Secured Party a security interest in all of its right, title and interest in and to the following (collectively, the “**Collateral**”):

- (a) All of the goods, equipment, machinery and/or other tangible personal property described in Schedule 2.1 hereto, including all parts, accessories and attachments, related thereto (all the foregoing, including any portion or part or parts thereof, herein collectively called the “**Equipment**”);
- (b) all books, papers, warranties, maintenance records (including invoices), documents and other records of the Debtor in any form evidencing or relating to any of the Equipment; and
- (c) all Proceeds of any of the Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

2.2 Attachment of Security Interest

The Debtor acknowledges and agrees that: (a) value has been given by the Secured Party, (b) it has rights in the Collateral or the power to transfer rights in the Collateral, (c) the security interest will attach when the Debtor signs this Agreement, and (d) it has not otherwise agreed to postpone the time of attachment.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor represents and warrants that:

- (a) Debtor's Legal Name: The Debtor's correct legal name is "Allied Track Services Inc." and there is no French form of its name;
- (b) Places of Business: The Debtor's chief executive office, registered office and principal place of business, and the location of the office where it keeps its corporate records and records respecting the Equipment, are set out in Schedule 3.1(b);
- (c) Ownership: The Debtor is the sole direct and beneficial owner of the Collateral and has good direct and marketable title thereto, free and clear of any liens or encumbrances other than those created by this Agreement or any Permitted Encumbrances, and the Debtor has the right and requisite authority to grant the security interest provided herein to the Secured Party and consummate the transactions contemplated hereunder and the Debtor is under no contractual or legal restriction or limitation that would prevent any of the foregoing;
- (d) No Consumer Goods: The Collateral is not comprised of any Consumer Goods (as defined in the PPSA) which are material in value or which are material to the business, operations or property of the Debtor; and
- (e) Enforceability: The Debtor has taken all necessary corporate action and steps required to make this Agreement a legal, binding and valid obligation of the Debtor enforceable against the Debtor in accordance with its terms, and to create a valid and continuing security interest in favour of the Secured Party.

3.2 Covenants

The Debtor covenants as follows:

- (a) Condition of Collateral: The Debtor shall keep the Collateral in good condition and repair, normal wear and tear excepted.
- (b) Payments to Progress: The Debtor shall pay all payments due to Progress under the Progress Sales Contract in respect of the Collateral, as and when the same become payable.
- (c) Accessions/Fixtures: The debtor shall 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 Secured Party.

- (d) Maintenance of Records: The Debtor shall keep and maintain accurate and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the Collateral.
- (e) Right to Inspect the Collateral: The Debtor shall permit a representative of the Secured Party to inspect the Collateral and the operations of the Debtor and for that purpose to enter the Debtor's premises (and any other location where the Collateral may be situated) during reasonable business hours and upon reasonable notice.
- (f) Insurance: The Debtor shall maintain, at its own expense, insurance against such risks of loss as are customarily insured against on this type of Collateral, in an amount not less than the full replacement value thereof, in such form and with such insurers as are reasonably satisfactory to the Secured Party, and shall, at the Secured Party's request, provide a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to the Secured Party that such insurance coverage is in effect. The Debtor shall also name the Secured Party as loss payee, mortgagee or additional insured, as the Secured Party's interest may appear, and provide evidence of such satisfactory to the Secured Party. Such insurance policies shall contain provisions pursuant to which the insurer agrees to provide fifteen (15) days prior notice to the Secured Party in the event of any (i) non-renewal, (ii) cancellation, or (iii) material adverse amendment of any of the insurance policies. The Secured Party may apply any proceeds of such insurance which it is entitled to receive towards payment of the Obligations, whether or not due, in such order of application as the Secured Party may determine.
- (g) Delivery and Execution of Documents, etc.: The Debtor shall from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge granted, and after the occurrence of an Event of Default and for so long as such Event of Default is continuing, the Debtor irrevocably constitutes and appoints the Secured Party, or any Receiver appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient.
- (h) Change of Name and certain other changes: The Debtor shall advise the Secured Party, in reasonable detail, of:
 - (i) any change of name or the addition of any new business names or French names, by providing at least ten (10) Business Days prior written notice of the change to the Secured Party;

- (ii) any merger or amalgamation or intention to merge or amalgamate with any other Person(s) or any arrangement or agreement which, either separately or in combination with any other transactions, arrangements or agreements would have the effect of the Debtor merging, amalgamating or entering into any joint venture or co-tenancy arrangement with any other Person, and the Debtor shall obtain the written prior consent of the Secured Party to do so;
 - (iii) any change in the location of any place of business (including any additional locations) or the chief executive office of the Debtor, or the location of any of the Collateral (including additional locations) by providing at least ten (10) Business Days prior written notice of the change to the Secured Party including a revised Schedule 3.1(b); and;
 - (iv) any material loss or damage to any of the Collateral by providing immediate notice in writing to the Secured Party.
- (i) Claims and Assertions: The Debtor shall defend the Collateral against each demand, claim, counterclaim, setoff and defence asserted by any Person other than the Secured Party and holders of Permitted Encumbrances, and shall promptly notify the Secured Party of any threat or commencement of any action or other legal proceeding, or entry of any judgment or order of any Governmental Authority, or any assertion by any Person other than the Secured Party and holders of Permitted Encumbrances of any demand, claim, counterclaim, setoff or defence, relating to the Collateral.

ARTICLE IV DEALING WITH COLLATERAL

4.1 Dealing with Collateral by the Debtor

The Debtor shall not sell, lease or otherwise dispose of any of the Collateral without prior written notice thereof to the Secured Party, which notice shall describe the subject Collateral proposed to be disposed of and the consideration to be received therefor. All Proceeds of any such sale will continue to be subject to the security interest, assignment and mortgage and charge granted hereby and shall be received by the Debtor as trustee for the Secured Party, as its interest appears, and, provided that Progress has been repaid in full under the Progress Sales Contract, must be paid over to the Secured Party upon request.

4.2 Permitted Encumbrances

The Debtor will not, without the prior written consent of the Secured Party, create, incur, assume, or suffer to exist any mortgage, deed of trust, pledge, lien, security interest, assignment, charge or encumbrance (including any conditional sale, or other title retention agreement or finance lease) of any nature, upon or with respect to any of the Collateral, other than:

- (a) undetermined or inchoate liens, rights of distress and charges incidental to current operations which have not at such time been filed or exercised and of which the

Secured Party has not been given notice, or which relate to obligations not due or payable or, if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;

- (b) encumbrances in favour of the Secured Party;
- (c) encumbrances in favour of Bridging in connection with the Bridging Credit Facilities that are in place as of the date hereof;
- (d) encumbrances in favour of Progress in connection with the Progress Sales Contract that are in place as of the date hereof;
- (e) other liens or encumbrances expressly consented to in writing by the Secured Party;

(the encumbrances described in Sections 4.2(a) – 4.2(e) above are collectively referred to as “**Permitted Encumbrances**”). The Debtor will not, without the prior written consent of the Secured Party, sign or file under the PPSA or similar registry system of any jurisdiction a financing statement which names the Debtor as a debtor, other than in favour of the Secured Party, Bridging or Progress, or sign any security agreement authorizing any secured party under the security agreement to file such a financing statement other than in favour of the Secured Party, Bridging or Progress.

4.3 Rights and Duties of the Secured Party

- (a) The Secured Party may perform any of its rights and duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.
- (b) Should the Secured Party or any agent or nominee on its behalf take possession or delivery of all or any part of the Collateral pursuant to this Agreement, the PPSA or otherwise at law, it is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any 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 Debtor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.
- (c) The Secured Party will not be responsible for any loss occasioned by its exercise of any of such rights or by failure to exercise the same within the time limited for the exercise of such rights, except where such loss results from the gross negligence or wilful misconduct of the Secured Party.
- (d) There is no obligation on the Secured Party to keep fungible Collateral in their possession identifiable.

- (e) The Secured Party has no obligation to protect or preserve any Collateral from depreciating in value or becoming worthless and is released from all responsibility for any loss of value.
- (f) The Secured Party may, upon the occurrence and during the continuance of an Event of Default, sell, transfer, use or otherwise deal with the Collateral, on such conditions and in such manner as the Secured Party in its sole discretion may determine.

4.4 Application of Funds

Provided that Progress has been repaid in full under the Progress Sales Contract, all money collected or received by the Secured Party in respect of the Collateral, on or after the occurrence of any Event of Default that is continuing, may be applied on account of such parts of the Obligations as the Secured Party in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's rights against the Debtor.

ARTICLE V ENFORCEMENT

5.1 Event of Default

Each and every one of the following events constitutes an Event of Default:

- (a) if the Debtor defaults in payment or performance of any of the Obligations and such default is not remedied within five (5) Business Days after written notice of such default is delivered to the Debtor and to Bridging by the Secured Party;
- (b) if either Bridging or Progress have taken any steps to demand payment and enforce their respective security on the Collateral or substantially all of the assets of the Debtor;
- (c) any representation or warranty made by the Debtor in this Agreement shall prove to have been incorrect in any material respect when made or deemed to be made;
- (d) if the Debtor shall fail to perform, observe or comply with any of the covenants contained in this Agreement and such failure is not cured within 10 days following notice of the default to the Debtor and to Bridging;
- (e) if any proceeding in respect of the Debtor or all or part of the assets, undertaking or property of the Debtor is commenced under the BIA or CCAA, or if any order is sought by any Person or any resolution passed for the bankruptcy, restructuring, liquidation or sale outside of the ordinary course of business or winding-up of the Debtor or all or a substantial part of its assets, undertaking or property, or if any appointment or proceeding for the appointment (whether by court or private appointment) of a Receiver over or in respect of the Debtor or all or any part of the assets, undertaking or property of the Debtor is made or commenced; or

- (f) if the Debtor ceases or threatens to cease to carry on its business, proposes a compromise or arrangement to its creditors or transfers or in any way parts with possession of all or a substantial part of the Collateral to any Person.

5.2 Remedies

- (a) On or after the occurrence of any Event of Default that is continuing,
 - (i) any or all of the Obligations will at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived;
 - (ii) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and
 - (iii) in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable and may be exercised from time to time separately or in combination and are not in substitution for any other rights, powers and remedies the Secured Party may have at law or otherwise:
 - (A) the Secured Party may by appointment in writing appoint a Receiver of the Collateral (which term when used in this Section 5.2 will include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.2 will include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver;
 - (B) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;
 - (C) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
 - (D) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless, in each case, otherwise required by law;

- (E) the Secured Party may, for any purpose specified in this Agreement, borrow money on the security of the Collateral in priority to the security interest, assignment and mortgage and charge granted by this Agreement;
 - (F) the Secured Party may enter upon all or any of the premises, buildings and plants occupied by the Debtor in any efforts to take possession of all or any of the Equipment in such manner and for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to the Debtor in so doing except for any loss arising from the gross negligence or wilful misconduct of the Secured Party in connection with such actions;
 - (G) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party under this Agreement, including, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon, shall be added to and form part of the Obligations secured; and
 - (H) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations secured.
- (b) The Secured Party may, without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights under this Agreement:
- (i) grant extensions of time;
 - (ii) take and perfect or abstain from taking and perfecting security;
 - (iii) accept compositions or compromises;
 - (iv) grant releases and discharges;
 - (v) release any part of the Collateral; or
 - (vi) otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit.
- (c) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to

institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other Person, in respect of the Collateral.

- (d) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may elect, in its sole discretion, to (i) pay the surplus into a court of competent jurisdiction, or (ii) pay it to any Person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and any balance remaining must be paid to the Debtor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and expenses relating thereto, the Debtor shall be liable to pay any deficiency to the Secured Party forthwith on demand.

ARTICLE VI GENERAL

6.1 Costs and Indemnification

The Debtor shall pay all costs on demand (including fees and disbursements of legal counsel, accounting advisors, Receiver and other advisors, together with any interest thereon that may accrue) incurred by the Secured Party in connection with (a) the Secured Party obtaining and maintaining delivery, possession, perfection and priority with respect to the Collateral; and (b) the realization, disposition, retention, preservation or collection of the Collateral or enforcement of the rights and remedies of the Secured Party in respect of the Debtor or the Collateral under this Agreement, the PPSA or otherwise at law. All such costs shall, from the date of such costs being incurred by the Secured Party through to the date such costs are repaid by the Debtor, be deemed advanced to the Debtor and shall form part of the Obligations secured.

In addition, the Debtor irrevocably and unconditionally agrees to indemnify and save harmless the Secured Party from all costs (including fees and disbursements of legal counsel, accounting advisors, Receiver and other advisors, together with any interest thereon that may accrue) incurred in connection with any enforcement of rights and remedies of the Secured Party in respect of the Debtor or the Collateral under this Agreement, the PPSA or otherwise at law. This indemnity is independent of and in addition to any right the Secured Party may have to seek recovery of costs in any litigation that may result in respect of this Agreement, and shall form part of the Obligations secured.

6.2 Notices

All notices, requests, demands or other communications required or permitted to be given by one party to another under this Agreement (each, a “**Notice**”) shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by facsimile transmission, email or delivered by registered mail, postage prepaid, addressed as follows:

- (a) If to Allied Track Equipment Company, LLC:

Allied Track Equipment Company, LLC
1605 S. State St., Suite 112
Champaign, IL 61820

Attention: Rodrick Schmidt
Fax: 877-401-6981
Email: rls@royalproperties.com

- (b) If to Allied Track Services Inc.:

c/o Allied Track Services Inc.
169A South Service Road
Grimsby, Ontario L3M 4H6

Attention: Dave Malay
Fax: 905-309-6500
Email: dave.malay@alliedtrack.ca

- (c) If to Bridging Finance Inc.:

Bridging Finance Inc.
77 King Street West, Suite 2925,
Toronto, Ontario M5K 1K7

Attention: Graham Marr
Fax: 1-888-920-9599
Email: gmarr@bridgingfinance.ca

or at such other address or facsimile number at which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a Business Day, or if the Notice is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the fourth Business Day following the date of its mailing. Any Notice transmitted by facsimile shall be deemed to have been given and received on the day in which transmission is confirmed. If such day is not a Business Day or if the facsimile transmission is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the first Business Day after its transmission. Attempted delivery of any Notice hereunder by electronic communication (including but not limited to e-mail and Internet or intranet websites, but excluding facsimile transmission) shall not constitute delivery of such Notice for the purposes of this Agreement.

6.3 Waiver and Amendment

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by a party

shall constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants in this Agreement or in any document delivered pursuant to this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time. Any amendment to this Agreement must be in writing and signed by the parties hereto, and will require the consent of Bridging, not to be unreasonably withheld.

6.4 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be illegal, invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the parties will negotiate in good faith to amend this Agreement to implement the intentions set forth in this Agreement. Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

6.5 Assignment and Enurement

Neither this Agreement nor any benefits or burdens under this Agreement shall be assignable by the Debtor, without the prior written consent of the Secured Party, which consent may be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or merger of any party) and permitted assigns hereunder.

6.6 Additional Continuing Security

This Agreement and the security interest, assignment and mortgage and charge granted are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

6.7 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

6.8 Power of Attorney

On or after the occurrence of any Event of Default that is continuing, the Debtor irrevocably constitutes and appoints the Secured Party the true and lawful attorney of the Debtor, with full power of substitution, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever the officer may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.

6.9 Set Off

Without in any way limiting any other rights or remedies available to the Secured Party, the Secured Party shall have the right (but shall not be obligated), at any time and from time to time on or after the occurrence of any Event of Default and without notice to the Debtor (such notice being expressly waived by the Debtor), to set off against the Obligations or any of the deposits (general or special) or money then held by the Secured Party or any other indebtedness owing by the Secured Party to, or held by the Secured Party for the credit of, the Debtor, regardless of the currency in which such indebtedness is denominated and notwithstanding that such indebtedness would not then be due but for the occurrence of an Event of Default. For the avoidance of doubt, any set off rights available to the Secured Party prior to the occurrence of an Event of Default shall not be deemed to be waived by reason of the grant to the Secured Party of set off rights after the occurrence of an Event of Default pursuant to the previous sentence of this Section 6.9.

6.10 Discharge

The Debtor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party. The Secured Party shall, upon the indefeasible payment and performance of all Obligations in full, execute such releases and discharges as the Debtor may reasonably require, all at the request and sole cost and expense of the Debtor.

6.11 Copy of Verification Statement

To the extent permitted by law, the Debtor hereby waives its right to receive a copy of any financing statement, financing change statement or verification statement filed or received by or on behalf of the Secured Party in connection with the Secured Party's interest in the Collateral.

6.12 Execution by Electronic Transmission

The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

6.13 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

6.14 Executed Copy

The Debtor acknowledges receipt of a fully executed copy of this Agreement.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

ALLIED TRACK SERVICES INC.

Per: _____
Name:
Title:

**ALLIED TRACK EQUIPMENT COMPANY,
LLC**

Per: _____
Name:
Title:

SCHEDULE 2.1

EQUIPMENT

See attached.

Schedule A

Equipment Description				
	Year	Manufacturer	Model	Serial Number
1	1985	Jackson	6700 Tamper	142414
2	1988	Jackson	6700 Tamper	143966
3	2015	Nordco	SP2R/Puller	310345
4	2015	Nordco	SP2R/Puller	310349
5	2014	Nordco	TRIPP	760589
6	2015	Nordco	TRIPP	760612
7	2015	Nordco	TRIPP	760613
8	2016	Nordco	LS-1 Auto Lift	791084
9	2015	Nordco	M7/Regulator	800601
10	2015	Nordco	M7/Regulator	800602
11	2015	Harsco	Mark IV Tamper	7114095
12	2014	Harsco	Mark IV Tamper	7114114
13	2015	Harsco	Mark IV Tamper	7114174
14	2015	Harsco	Mark IV Tamper	7114195
15	2015	Kershaw	38-6 Kribber Adzer	38-214-15
16	2015	Nordco	CX Spiker/Bin	410395RB-UG
17	2015	Nordco	CX Spiker/Bin	410396RB-UG
18	2015	Nordco	CX Spiker/Bin	410397RB-UG
19	2015	Kershaw	4600/Regulator	4600-201-15
20	2015	Kershaw	4600/Regulator	4600-202-15
21	2015	Kershaw	4600/Regulator	4600-215-15
22	2014	Nordco	LS-1 Auto Lift	790677 R-BUG
23	2015	Nordco	Autolift	790683RB-UG
24	2015	Nordco	Autolift	790684RB-UG
25	2014	Pettibone	Speedswing	SS10188-14
26	2015	Pettibone	Speedwing 445	SS10236-15
27	2002	HTT	Chase Tamper	153193
28	2013	Nordco	Tamper	61904013
29	2014	Drapeau	Rail Heater	17310-1
30	2016	Kershaw	Kribber Adzer	38-218-16
31	2015	Kershaw	Ballast Regulator	4600-217-15
32	2012	Kershaw	Ballast Regulator	46-343-12RB-UG
33	2007	Nu Bear	Rail Saw	441

SCHEDULE 3.1(b)

PLACE(S) OF BUSINESS AND LOCATION(S) OF RECORDS AND COLLATERAL

Chief Executive Office: Allied Track Services
169A South Service Road
Grimsby ON
L3M 4H6

Registered Office: Allied Track Services
169A South Service Road
Grimsby ON
L3M 4H6

Places of business, locations of Collateral and locations of books and record:

(i) Allied Track Services
169A South Service Road
Grimsby ON L3M 4H6

(ii) Allied Track Services
1891 Seymour Street
North Bay, ON
P1A 0C7

(iii) Calgary Office
3828 15A Street SE
Calgary AB
T2G 3N8

SCHEDULE “G”

PRIORITIES AGREEMENT

This agreement made as of the 5th day of April, 2018.

BETWEEN:

BRIDGING FINANCE INC.

(**"Bridging"**)

AND:

ALLIED TRACK EQUIPMENT COMPANY LLC

(the **"Equipment Lender"**)

AND:

ALLIED TRACK SERVICES, INC.

(the **"Borrower"**)

WHEREAS the Borrower is and may hereafter become indebted to Bridging and, in connection therewith, has granted to Bridging general security over all of its assets, which security interests are the subject of a financing statement registered against the Borrower under the *Personal Property Security Act* (Ontario) (**"PPSA"**) (which security agreement and any other security now or hereafter created and as it exists from time to time is hereinafter collectively called the **"Bridging Security"**);

AND WHEREAS the Borrower has acquired certain rail equipment (the **"Progress Financed Equipment"**) through an installment sale contract with Progress Rail Equipment Leasing Corporation (**"Progress"**);

AND WHEREAS the Borrower is indebted to the Equipment Lender and has granted or will grant to the Equipment Lender security interests in the Progress Financed Equipment and certain other related collateral (the **"Equipment Lender Collateral"**), pursuant to an equipment security agreement dated on or about the date hereof (the **"ESA"**) in respect of which a financing statement has been or will be registered against the Borrower under the PPSA (which ESA and any other security now or hereafter created in the Equipment Lender Collateral and as it exists from time to time is hereafter collectively called the **"Equipment Security"**);

AND WHEREAS the parties hereto have agreed upon certain priorities as hereinafter described;

AND WHEREAS the Borrower has agreed that it will maintain and deal with its assets in accordance with the provisions hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of covenants and agreements herein contained and contained in a Settlement Agreement dated of

even date herewith among the parties to this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. Bridging hereby consents to the Equipment Security and postpones and subordinates the Bridging Security in all respects to and in favour of the Equipment Security with respect solely to the Equipment Lender Collateral and the proceeds thereof, and acknowledges that the Equipment Security ranks and will continue to rank in priority to the Bridging Security in respect of the Equipment Lender Collateral and all proceeds thereof covered by the Equipment Security. Bridging hereby confirms that it has not transferred, sold or assigned to any other party any indebtedness of the Borrower.
2. Bridging consents and acknowledges that the Borrower is obligated to and shall make, and the Equipment Lender may receive, payments of principal and interest owing by the Borrower to the Equipment Lender from time to time as contemplated in the Settlement Agreement.
3. The Equipment Lender agrees that, in the event that the Borrower is in default of its obligations to the Equipment Lender pursuant to the ESA or the related promissory note, the Equipment Lender shall forthwith provide notice thereof to Bridging in accordance with Section 10 hereof and further agrees that it shall provide five (5) business days' notice to Bridging before accelerating the time for payment of any of the obligations of the Borrower to the Equipment Lender or taking any steps or actions to commence realization of the Equipment Security, whether by way of issuing a notice of default, demanding payment, set-off, commencement of bankruptcy proceedings, foreclosure, sale, power of sale, taking of possession, giving in payment, appointing or making application to a court for an order appointing an agent or a receiver or receiver-manager by any other means of enforcement thereof. The Equipment Lender shall have no liability for any inadvertent failure to provide such notice(s).
4. Bridging agrees that it shall forthwith provide notice to the Equipment Lender, in accordance with Section 10 hereof and concurrent with the provision of any applicable notice being provided to the Borrower, of any steps which Bridging may take to accelerate the time for payment of any of the obligations of the Borrower to Bridging or to commence realization of the Bridging Security, whether by way of issuing a notice of default, demanding payment, set-off, commencement of bankruptcy proceedings, foreclosure, sale, power of sale, taking of possession, giving in payment, appointing or making application to a court for an order appointing an agent or a receiver or receiver-manager by any other means of enforcement thereof. Bridging shall have no liability for any inadvertent failure to provide such notice(s).
5. The priorities herein expressed will have effect regardless of:
 - (a) the validity or enforceability of the Bridging Security or the Equipment Security (collectively, the "**Security**");
 - (b) the time of creation, granting, execution, delivery, attachment, registration (to the extent registration is required), perfection or enforcement of the Security;

- (c) the jurisdictions where any of the Security is registered or the failure of either of Bridging or the Equipment Lender to properly register or perfect any of the Security in any particular jurisdiction;
 - (d) the time of any loan or advance or other extension of credit made to the Borrower by either Bridging or the Equipment Lender;
 - (e) the time of default or demand or the dates of crystallization of any floating charges held by either of Bridging or the Equipment Lender;
 - (f) any priority otherwise accorded to the Security by principle of law or in any statute, including, without limitation, the PPSA;
 - (g) the provisions of the instruments creating the Security; or
 - (h) any other matter whatsoever.
6. Any proceeds resulting from a disposition of the Equipment Lender Collateral or any part thereof (including in connection with any enforcement or realization of any mortgages, charges, assignments or other security interests in the Equipment Lender Collateral) will, subject to paragraph 5 of the Uses Agreement between the parties dated as of the date hereof, be divided or otherwise dealt with in accordance with legal priorities and the provisions of this Agreement.
7. The Borrower hereby confirms to and agrees with Bridging and the Equipment Lender that so long as the Borrower remains indebted to Bridging and the Equipment Lender, it will stand possessed of its assets so charged for Bridging and the Equipment Lender in accordance with the interests and priorities as herein set forth.
8. Nothing contained in this Agreement shall in any way prejudice or diminish or otherwise affect the respective rights of Bridging and the Equipment Lender against the Borrower or prejudice, diminish or otherwise affect in any manner whatsoever the respective rights of Bridging and the Equipment Lender against third parties, nor shall any third party be entitled to, or to claim the benefit of, this Agreement or of any subordination or priority provided for herein, and nothing herein shall be construed as conferring any rights upon any person not a party to this Agreement.
9. Each of Bridging, the Equipment Lender and the Borrower will do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the intent of this Agreement.
10. Any notice or other communication in connection with this agreement shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by email, at or to the address or e-mail address of the addressee set out opposite its name below or to such other address or addresses or e-mail address or addresses as any of the parties may from time to time designate to the other parties in such manner.

(a) In the case of Bridging:

77 King Street West
Suite 2925
Toronto, Ontario
M5K 1K7

Attention: Graham Marr
Email: gmarr@bridgingfinance.ca
Facsimile: 1-888-920-9599

With a copy to:

Chaitons LLP
5000 Yonge Street
10th floor
Toronto, Ontario
M2N 7E9

Attention: Harvey Chaiton
Email: Harvey@chaitons.ca
Facsimile: 416-222-8402

In the case of the Equipment Lender:

Allied Track Equipment Company LLC
150 North Wacker Drive
Suite 3025
Chicago, IL
USA 60606

Attention: Rodrick L. Schmidt
Email: rls@royalproperties.com
Facsimile: 877-401-6981

With a copy to:

Goodmans LLP
333 Bay Street
Suite 3400
Toronto, ON
M5H 2S7

Attention: Joseph Latham
Email: jlatham@goodmans.ca
Facsimile: 416-979-1234

(b) In the case of the Borrower:

Allied Track Services Inc.
169A South Service Road
Grimsby, ON
L3M 4H6

Attention: David Malay
Email: dave.malay@alliedtrack.ca
Facsimile: (905) 309-6500

Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made before 4:00 p.m. on such day (unless otherwise acknowledged by the receiving party); otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any communication which is transmitted by e-mail shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made before 4:00 p.m. on such day (unless otherwise acknowledged by the receiving party); otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, legal representatives, successors and assigns, and notwithstanding the re-organization or amalgamation of the Borrower.
12. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
13. This Agreement may be executed in any number of counterparts and by facsimile transmission, each of which shall be deemed to be an original and all of which when taken together, shall constitute one and the same Agreement.

[This page left intentionally blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

BRIDGING FINANCE INC.

By: _____
Name:
Title:

ALLIED TRACK SERVICES, INC.

By: _____
Name:
Title:

**ALLIED TRACK EQUIPMENT COMPANY
LLC**

By: _____
Name:
Title:

SCHEDULE "H"

USE AGREEMENT

THIS USE AGREEMENT (as amended, restated, supplemented, or replaced, from time to time, this "**Agreement**"), is dated as of this 5th day of April, 2018 and is made among **BRIDGING FINANCE INC.**, as agent (the "**Agent**"), **ALLIED TRACK SERVICES INC.** ("**Allied**"), and **ALLIED TRACK EQUIPMENT COMPANY, LLC** ("**ATEC**")

WHEREAS:

- (A) Pursuant to the Instalment Sale Contract, Transaction 4915 dated March 7, 2017 (the "**ISC**"), Progress Rail Equipment Leasing Corporation ("**Progress**") sold to Allied the equipment listed in Schedule "A" hereto (together with all appurtenances, accessions, improvements and additions thereto, and all tools, parts, accessories and manuals used in connection therewith, are hereinafter collectively referred to as the "**Equipment**"), which ISC may be amended after the date hereof to reflect a return of certain Equipment, and the term ISC herein shall mean such amended ISC;
- (B) Pursuant to a Security Agreement dated April 5th, 2018, Allied granted to ATEC a security interest in the Equipment to secure payment of the amount owing under a promissory note dated April 5th, 2018, unamended, a copy of which is attached as Schedule "B" (the "**ATEC Note**");
- (C) The Agent, for and on behalf of certain lenders, has made certain credit facilities available to Allied for the purposes of funding Allied's working capital; and
- (D) The Agent requires confirmation of the Agent's right to use the Equipment in the event of any enforcement in respect of Allied.

NOW THEREFORE, for good and valid consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby acknowledge and agree as follows:

1. Any security interests, claims, charges, liens, retentions of title or other encumbrances (collectively, the "**Liens**") granted by Allied to the Agent in and to any or all present and after acquired property, assets and undertakings of Allied, and any proceeds thereof, and any and all insurance claims and proceeds in connection therewith (collectively, the "**Agent's Collateral**"), are hereby subordinated to any Liens granted by Allied to ATEC in and to the Equipment. No Liens shall be granted by Allied to ATEC in any of the Agent's Collateral other than the Equipment without the prior written consent of the Agent.
2. ATEC hereby grants the Agent, its agents, employees and representatives (including any private or Court-appointed agent, liquidator, receiver or receiver and manager of Allied) (collectively, the "**Agent's Representatives**"), the right and license, but not the obligation, without interference by Allied and ATEC, to enter upon the premises of Allied and use the Equipment for the purposes of enforcing the Agent's Liens in and to the Agent's Collateral and/or operating the business of Allied for a period not to exceed one-hundred and eighty (180) days (or such greater period as ATEC may agree or a Court may order) from the date of receipt of written notice by the Agent of ATEC's intention to enforce any Liens of ATEC in and to the Equipment, or any intention of ATEC to repossess or remove the Equipment from the possession of Allied (the "**Use Period**"), provided that:
 - a. during the Use Period, and for so long as any amounts may remain outstanding to Progress under the ISC, the applicable Agent Representative shall pay to Progress the regular monthly payments owing and payable to Progress in accordance with the terms

of the ISC on the last business day of each month, on a per diem basis for the number of days that the Agent's Representatives are in possession of and using the Equipment; and

- b. during the Use Period, and provided Allied has paid the full amount owing and payable to Progress under the ISC, the applicable Agent Representative shall pay to ATEC the amount of USD\$25,000 plus Cash Interest (as defined in the ATEC Note) on a monthly basis, on the last business day of each month, on a per diem basis for the number of days that the applicable Agent Representative is in possession of and using the Equipment.
3. ATEC shall provide the Agent with five (5) business days' notice to cure any default under the ATEC Note (such period to commence on the date when notice of default is received by the Agent).
4. The parties hereto will do all things and execute all agreements, documents and instruments which may be reasonably required to give effect to this Agreement.
5. The Agent shall have no obligation to inquire into the source of any funds received by the Agent from Allied or any other person, nor will the Agent be considered a trustee or constructive trustee with respect to any proceeds of the Equipment it receives, and the Agent shall be free to apply any funds it receives against the indebtedness owing by Allied to the Agent, except where: (i) prior to the Agent receiving funds, Progress, ATEC or Allied have advised the Agent in writing that Allied has sold or will sell certain of the Equipment which will give rise to such funds, such notice to identify the subject Equipment and the amount of the proceeds thereof; or (ii) the Agent has actual (but not constructive) knowledge that the funds received by the Agent constitute proceeds of the Equipment.
6. This Agreement shall be binding on the parties hereto and their respective successors and assigns.
7. This Agreement may be executed in one or more counterparts and delivered by emailed PDF or other electronic method, and when such counterparts are so executed and delivered they shall all be deemed to constitute one and the same agreement.
8. Any notice given to or in connection with this Agreement shall be in writing and shall be given by delivering the same personally, by prepaid courier or emailed PDF, addressed to the notified party as follows:

- a. in the case of the Agent:

77 King Street West, Suite 2925
Toronto, Ontario M5K 1K7

Attention: Graham Marr
Email: gmarr@bridgingfinance.ca

with a copy to its lawyers:

Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Attention: Harvey Chaiton
Email: harvey@chaitons.com

b. in the case of Allied:

c/o Allied Track Services Inc.
169A South Service Road
Grimsby, Ontario L3M 4H6

Attention: David Malay
Email: dave.malay@alliedtrack.ca

c. in the case of ATEC:

Allied Track Equipment Company LLC
150 North Wacker Drive
Suite 3025
Chicago, IL
USA 60606

Attention: Rodrick L. Schmidt
Email: rls@royalproperties.com

with a copy to its lawyers:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Joseph Latham

9. This Agreement shall be deemed to have been made and accepted in the City of Toronto, Ontario and shall be construed exclusively (without regard to any rules or principles relating to conflicts of laws) in accordance with and be governed by the laws of the Province of Ontario and of Canada applicable therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BRIDGING FINANCE INC., as agent

ALLIED TRACK EQUIPMENT COMPANY, LLC

By: _____
Name: _____
Authorized Signing Officer

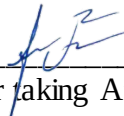
By: _____
Name: _____
Authorized Signing Officer

ALLIED TRACK SERVICES INC.

By: _____
Name: _____
Authorized Signing Officer

TAB M

THIS IS **EXHIBIT "M"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

PROMISSORY NOTE

April 5, 2018

\$3,000,000.00 USD

FOR VALUE RECEIVED, Allied Track Services Inc., a corporation governed by the laws of Ontario (the “**Debtor**”), hereby unconditionally promises to pay to the order of Allied Track Equipment Company, LLC, a limited liability company governed by the laws of [Delaware] (the “**Lender**”), at the offices of the Lender at 1605 S. State Street, Suite 112, Champaign, IL 61820, or at such other place as the Lender or any holder hereof may from time to time designate, the principal sum of THREE MILLION DOLLARS (\$3,000,000.00) in lawful money of the United States of America and in immediately available funds, in accordance with the terms of the Settlement Agreement (as defined below) and this Note. The principal amount outstanding under this Note owing from Debtor to Lender shall be recorded by Lender from time to time in its own records and on the grid schedule attached hereto as Schedule A (the “**Grid**”).

For purposes hereof, the term “Settlement Agreement” shall mean the settlement agreement dated of as of the date hereof between the Debtor, the Lender and Bridging Finance Inc. as it now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned to them in the Settlement Agreement.

The Debtor hereby further promises to pay interest to the order of the Lender on the balance of the principal amount outstanding, as reflected in the Grid from time to time, at the rate of 7.5% per annum whether paid in cash (“**Cash Interest**”) or paid-in-kind (as provided for below) (“**PIK Interest**”, and together with Cash Interest, “**Interest**”). Interest shall be payable on the first day of each month, commencing on May 1, 2018 (each such date, an “**Interest Payment Date**”). On each Interest Payment Date, the Debtor shall pay Cash Interest to the Lender, provided that if Cash Interest cannot be paid in accordance with the terms of the Settlement Agreement on such Interest Payment Date, then the Interest for such Interest Payment Date shall be paid as PIK Interest. For greater certainty, the basis on which Cash Interest and principal amounts shall be payable in any month shall be as set out in paragraph 5(e) of the Settlement Agreement, which is incorporated herein by reference.

The Debtor hereby agrees the Lender may from time to time record all necessary information on the Grid, including, without limitation, (i) all Cash Interest payments made to the Lender by the Debtor hereunder, (ii) any PIK Interest payments, and (iii) all principal payments made by the Debtor on account of the amounts outstanding under this Note, and to adjust the balance of amounts owing under this Note by the Debtor to the Lender. The amounts outstanding from time to time under this Note as evidenced on the Grid shall, in the absence of manifest error, be conclusive and binding on the Debtor; provided that notwithstanding the information set out on the Grid, the failure of the Lender to record any amounts owing or paid hereunder on the Grid shall not affect the obligation of the Debtor to pay to the Lender all amounts due and payable to Lender by Debtor.

This Note is secured by the Equipment Lender Collateral pursuant to an equipment security agreement dated as of the date hereof between the Lender and the Debtor (the “**ESA**”).

Any of the following shall be an event of default under this Note (each an “**Event of Default**”):

(a) the failure by the Debtor to make payment of any Cash Interest or principal amounts as and when payable pursuant to paragraph 5(e) of the Settlement Agreement, and such failure remains unremedied for five (5) business days after notice thereof from the Lender to the Debtor; or (b) if any other event of default shall occur pursuant to the ESA (or if the Settlement Agreement shall be terminated for any reason whatsoever), then and in any such event, in addition to all of the other rights and remedies of the Lender under the ESA, applicable law or otherwise, all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively and concurrently, the Lender may, at its option, declare any or all of the Debtor’s obligations, liabilities and indebtedness owing to the Lender under this Note or the Settlement Agreement (the “**Obligations**”), to be due and payable, whereupon the then unpaid balance hereof, together with all interest accrued thereon, shall forthwith become due and payable, together with interest accruing thereafter at the interest rate stated above until the indebtedness evidenced by this Note is paid in full, plus the costs and expenses of collection hereof, including, but not limited to, legal fees and expenses.

The Debtor (a) waives diligence, demand, presentment, protest and notice of any kind, (b) agrees that it will not be necessary for the Lender to first institute suit in order to enforce payment of this Note, and (c) consents to any one or more extensions or postponements of time of payment,

release, surrender or substitution of collateral security, or forbearance or other indulgence, without notice or consent. The pleading of any statute of limitations as a defence to any demand against the Debtor is expressly hereby waived by the Debtor. Upon any Event of Default or termination of the Settlement Agreement, the Lender shall have the right, but not the obligation, to setoff against this Note any money owed by the Lender to the Debtor.

The Lender shall not be required to resort to any Equipment Lender Collateral for payment, but may proceed against the Debtor and any guarantors or endorsers hereof in such order and manner as the Lender may choose. None of the rights of the Lender shall be waived or diminished by any failure or delay in the exercise thereof.

This Note shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Debtor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario (except that the Lender shall have the right to bring any action or proceeding against the Debtor or its property in the courts of any other jurisdiction which the Lender deems necessary or appropriate in order to realize on the Equipment Lender Collateral or to otherwise enforce its rights against the Debtor or its property).

The Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to it and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the mail, or, at the Lender's option, by service upon the Debtor by way of email, or in any other manner provided under the rules of any such courts.

The execution and delivery of this Note has been authorized by the Board of Directors and by any necessary authorization of the shareholders of the Debtor.

This Note shall be binding upon the successors and assigns of the Debtor and shall enure to the benefit of the Lender and its successors and permitted assigns. Whenever used herein, the term "Debtor" shall be deemed to include its successors and the term "Lender" shall be deemed to include its successors and assigns. The Debtor may not assign its liabilities and obligations under this Note. If any term or provision of this Note shall be held invalid, illegal or unenforceable, the validity of all other terms and provisions hereof shall in no way be affected

thereby. In the event of any conflict or inconsistency between the terms of this Note and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall govern.

DATED as of this 5th day of April, 2018.

ALLIED TRACK SERVICES INC.

Per:


Name: Dave Maloy
Title: President & CEO

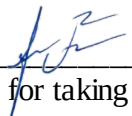
6801839

(All amounts in USD\$)

[illegible]

TAB N

THIS IS **EXHIBIT "N"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

PRIORITIES AGREEMENT

This agreement made as of the 5th day of April, 2018.

BETWEEN:

BRIDGING FINANCE INC.

(**"Bridging"**)

AND:

ALLIED TRACK EQUIPMENT COMPANY LLC

(the **"Equipment Lender"**)

AND:

ALLIED TRACK SERVICES, INC.

(the **"Borrower"**)

WHEREAS the Borrower is and may hereafter become indebted to Bridging and, in connection therewith, has granted to Bridging general security over all of its assets, which security interests are the subject of a financing statement registered against the Borrower under the *Personal Property Security Act* (Ontario) (**"PPSA"**) (which security agreement and any other security now or hereafter created and as it exists from time to time is hereinafter collectively called the **"Bridging Security"**);

AND WHEREAS the Borrower has acquired certain rail equipment (the **"Progress Financed Equipment"**) through an installment sale contract with Progress Rail Equipment Leasing Corporation (**"Progress"**);

AND WHEREAS the Borrower is indebted to the Equipment Lender and has granted or will grant to the Equipment Lender security interests in the Progress Financed Equipment and certain other related collateral (the **"Equipment Lender Collateral"**), pursuant to an equipment security agreement dated on or about the date hereof (the **"ESA"**) in respect of which a financing statement has been or will be registered against the Borrower under the PPSA (which ESA and any other security now or hereafter created in the Equipment Lender Collateral and as it exists from time to time is hereafter collectively called the **"Equipment Security"**);

AND WHEREAS the parties hereto have agreed upon certain priorities as hereinafter described;

AND WHEREAS the Borrower has agreed that it will maintain and deal with its assets in accordance with the provisions hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of covenants and agreements herein contained and contained in a Settlement Agreement dated of

even date herewith among the parties to this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. Bridging hereby consents to the Equipment Security and postpones and subordinates the Bridging Security in all respects to and in favour of the Equipment Security with respect solely to the Equipment Lender Collateral and the proceeds thereof, and acknowledges that the Equipment Security ranks and will continue to rank in priority to the Bridging Security in respect of the Equipment Lender Collateral and all proceeds thereof covered by the Equipment Security. Bridging hereby confirms that it has not transferred, sold or assigned to any other party any indebtedness of the Borrower.
2. Bridging consents and acknowledges that the Borrower is obligated to and shall make, and the Equipment Lender may receive, payments of principal and interest owing by the Borrower to the Equipment Lender from time to time as contemplated in the Settlement Agreement.
3. The Equipment Lender agrees that, in the event that the Borrower is in default of its obligations to the Equipment Lender pursuant to the ESA or the related promissory note, the Equipment Lender shall forthwith provide notice thereof to Bridging in accordance with Section 10 hereof and further agrees that it shall provide five (5) business days' notice to Bridging before accelerating the time for payment of any of the obligations of the Borrower to the Equipment Lender or taking any steps or actions to commence realization of the Equipment Security, whether by way of issuing a notice of default, demanding payment, set-off, commencement of bankruptcy proceedings, foreclosure, sale, power of sale, taking of possession, giving in payment, appointing or making application to a court for an order appointing an agent or a receiver or receiver-manager by any other means of enforcement thereof. The Equipment Lender shall have no liability for any inadvertent failure to provide such notice(s).
4. Bridging agrees that it shall forthwith provide notice to the Equipment Lender, in accordance with Section 10 hereof and concurrent with the provision of any applicable notice being provided to the Borrower, of any steps which Bridging may take to accelerate the time for payment of any of the obligations of the Borrower to Bridging or to commence realization of the Bridging Security, whether by way of issuing a notice of default, demanding payment, set-off, commencement of bankruptcy proceedings, foreclosure, sale, power of sale, taking of possession, giving in payment, appointing or making application to a court for an order appointing an agent or a receiver or receiver-manager by any other means of enforcement thereof. Bridging shall have no liability for any inadvertent failure to provide such notice(s).
5. The priorities herein expressed will have effect regardless of:
 - (a) the validity or enforceability of the Bridging Security or the Equipment Security (collectively, the "**Security**");
 - (b) the time of creation, granting, execution, delivery, attachment, registration (to the extent registration is required), perfection or enforcement of the Security;

- (c) the jurisdictions where any of the Security is registered or the failure of either of Bridging or the Equipment Lender to properly register or perfect any of the Security in any particular jurisdiction;
 - (d) the time of any loan or advance or other extension of credit made to the Borrower by either Bridging or the Equipment Lender;
 - (e) the time of default or demand or the dates of crystallization of any floating charges held by either of Bridging or the Equipment Lender;
 - (f) any priority otherwise accorded to the Security by principle of law or in any statute, including, without limitation, the PPSA;
 - (g) the provisions of the instruments creating the Security; or
 - (h) any other matter whatsoever.
6. Any proceeds resulting from a disposition of the Equipment Lender Collateral or any part thereof (including in connection with any enforcement or realization of any mortgages, charges, assignments or other security interests in the Equipment Lender Collateral) will, subject to paragraph 5 of the Uses Agreement between the parties dated as of the date hereof, be divided or otherwise dealt with in accordance with legal priorities and the provisions of this Agreement.
7. The Borrower hereby confirms to and agrees with Bridging and the Equipment Lender that so long as the Borrower remains indebted to Bridging and the Equipment Lender, it will stand possessed of its assets so charged for Bridging and the Equipment Lender in accordance with the interests and priorities as herein set forth.
8. Nothing contained in this Agreement shall in any way prejudice or diminish or otherwise affect the respective rights of Bridging and the Equipment Lender against the Borrower or prejudice, diminish or otherwise affect in any manner whatsoever the respective rights of Bridging and the Equipment Lender against third parties, nor shall any third party be entitled to, or to claim the benefit of, this Agreement or of any subordination or priority provided for herein, and nothing herein shall be construed as conferring any rights upon any person not a party to this Agreement.
9. Each of Bridging, the Equipment Lender and the Borrower will do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the intent of this Agreement.
10. Any notice or other communication in connection with this agreement shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by email, at or to the address or e-mail address of the addressee set out opposite its name below or to such other address or addresses or e-mail address or addresses as any of the parties may from time to time designate to the other parties in such manner.

(a) In the case of Bridging:

77 King Street West
Suite 2925
Toronto, Ontario
M5K 1K7

Attention: Graham Marr
Email: gmarr@bridgingfinance.ca
Facsimile: 1-888-920-9599

With a copy to:

Chaitons LLP
5000 Yonge Street
10th floor
Toronto, Ontario
M2N 7E9

Attention: Harvey Chaiton
Email: Harvey@chaitons.ca
Facsimile: 416-222-8402

In the case of the Equipment Lender:

Allied Track Equipment Company LLC
150 North Wacker Drive
Suite 3025
Chicago, IL
USA 60606

Attention: Rodrick L. Schmidt
Email: rls@royalproperties.com
Facsimile: 877-401-6981

With a copy to:

Goodmans LLP
333 Bay Street
Suite 3400
Toronto, ON
M5H 2S7

Attention: Joseph Latham
Email: jlatham@goodmans.ca
Facsimile: 416-979-1234

(b) In the case of the Borrower:

Allied Track Services Inc.
169A South Service Road
Grimsby, ON
L3M 4H6

Attention: David Malay
Email: dave.malay@alliedtrack.ca
Facsimile: (905) 309-6500

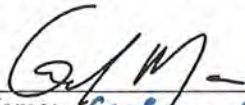
Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made before 4:00 p.m. on such day (unless otherwise acknowledged by the receiving party); otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any communication which is transmitted by e-mail shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made before 4:00 p.m. on such day (unless otherwise acknowledged by the receiving party); otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, legal representatives, successors and assigns, and notwithstanding the re-organization or amalgamation of the Borrower.
12. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
13. This Agreement may be executed in any number of counterparts and by facsimile transmission, each of which shall be deemed to be an original and all of which when taken together, shall constitute one and the same Agreement.

[This page left intentionally blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

BRIDGING FINANCE INC.

By: 
Name: Graham Marr
Title: Portfolio Manager

ALLIED TRACK SERVICES, INC.

By: _____
Name: _____
Title: _____

**ALLIED TRACK EQUIPMENT COMPANY
LLC**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

BRIDGING FINANCE INC.

By: _____
Name: _____
Title: _____

ALLIED TRACK SERVICES, INC.

By:  _____
Name: Dave Malay
Title: President & CEO

**ALLIED TRACK EQUIPMENT COMPANY
LLC**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

BRIDGING FINANCE INC.

By: _____
Name:
Title:

ALLIED TRACK SERVICES, INC.

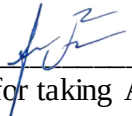
By: _____
Name:
Title:

**ALLIED TRACK EQUIPMENT COMPANY
LLC**

By: 
Name: Rodrick Schmidt
Title: Board member

TAB 0

THIS IS **EXHIBIT "O"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

EQUIPMENT SECURITY AGREEMENT

BETWEEN:

ALLIED TRACK SERVICES INC.

– and –

ALLIED TRACK EQUIPMENT COMPANY, LLC

Goodmans^{LLP}

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SCHEDULE 2.1 EQUIPMENT

SCHEDULE 3.1(b) Place(s) of Business and Location(s) of Records and Collateral

EQUIPMENT SECURITY AGREEMENT

THIS AGREEMENT is made as of the 5th day of April, 2018.

BETWEEN:

ALLIED TRACK SERVICES INC., a corporation incorporated under the laws of the Province of Ontario,

AND

ALLIED TRACK EQUIPMENT COMPANY, LLC, a corporation incorporated under the laws of the State of Illinois,

RECITALS:

- A. The Debtor has agreed to grant a security interest and assignment, mortgage, hypothecation and charge in the Collateral as provided herein in order to secure the performance of its Obligations (as hereinafter defined) to the Secured Party.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, the following terms shall have the following corresponding meanings:

“Accessions” has the meaning given to it in the PPSA.

“Agreement”, **“this Agreement”**, **“the Agreement”**, **“herein”**, **“hereby”**, **“hereof”**, **“hereunder”** and similar expressions mean this Equipment Security Agreement between the Debtor and the Secured Party, including all schedules, and all instruments amending or restating this Agreement. All references to **“Articles”**, **“Sections”**, **“Schedules”** mean and refer to the specified article, section, schedule of this Agreement.

“ATEC Equipment Financing” means the financing provided by the Secured Party to the Debtor (as evidenced by the Promissory Note) for the purpose of funding the acquisition of certain equipment by the Debtor;

“BIA” means the *Bankruptcy and Insolvency Act* (Canada).

“Promissory Note” means the promissory note dated as of the date hereof in the principal amount of \$3,000,000.00 USD made by the Debtor in favour of the Secured Party.

“Receiver” means any receiver, interim receiver, receiver and manager or agent of all or any part of the Collateral appointed by the Secured Party.

“Secured Party” means Allied Track Equipment Company, LLC, its successors or assigns.

“Settlement Agreement” means the settlement agreement among the Secured Party, Bridging and the Debtor dated as of this date, as the same may be amended, varied, supplemented, restated, amended and restated, renewed or replaced from time to time.

1.2 Certain Rules of Interpretation

In this Agreement and the Schedules:

- (a) **Time** - Time is of the essence in and of this Agreement.
- (b) **Calculation of Time** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- (c) **Business Days** - Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d) **Currency** - Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of the United States of America.
- (e) **Headings** - The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (g) **Plurals and Gender** - The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such Persons or circumstances as the context otherwise permits.
- (h) **Statutory References** - Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated

thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

1.3 Applicable Law and Attornment

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Debtor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.4 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement:

Schedule 2.1 Equipment

Schedule 3.1(b) Place(s) of Business and Location(s) of Records and Collateral

ARTICLE II GRANT OF SECURITY INTEREST

2.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Secured Party, the Debtor hereby assigns, charges, pledges, mortgages and grants to the Secured Party a security interest in all of its right, title and interest in and to the following (collectively, the “**Collateral**”):

- (a) All of the goods, equipment, machinery and/or other tangible personal property described in Schedule 2.1 hereto, including all parts, accessories and attachments, related thereto (all the foregoing, including any portion or part or parts thereof, herein collectively called the “**Equipment**”);
- (b) all books, papers, warranties, maintenance records (including invoices), documents and other records of the Debtor in any form evidencing or relating to any of the Equipment; and
- (c) all Proceeds of any of the Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

2.2 Attachment of Security Interest

The Debtor acknowledges and agrees that: (a) value has been given by the Secured Party, (b) it has rights in the Collateral or the power to transfer rights in the Collateral, (c) the security interest will attach when the Debtor signs this Agreement, and (d) it has not otherwise agreed to postpone the time of attachment.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor represents and warrants that:

- (a) Debtor's Legal Name: The Debtor's correct legal name is "Allied Track Services Inc." and there is no French form of its name;
- (b) Places of Business: The Debtor's chief executive office, registered office and principal place of business, and the location of the office where it keeps its corporate records and records respecting the Equipment, are set out in Schedule 3.1(b);
- (c) Ownership: The Debtor is the sole direct and beneficial owner of the Collateral and has good direct and marketable title thereto, free and clear of any liens or encumbrances other than those created by this Agreement or any Permitted Encumbrances, and the Debtor has the right and requisite authority to grant the security interest provided herein to the Secured Party and consummate the transactions contemplated hereunder and the Debtor is under no contractual or legal restriction or limitation that would prevent any of the foregoing;
- (d) No Consumer Goods: The Collateral is not comprised of any Consumer Goods (as defined in the PPSA) which are material in value or which are material to the business, operations or property of the Debtor; and
- (e) Enforceability: The Debtor has taken all necessary corporate action and steps required to make this Agreement a legal, binding and valid obligation of the Debtor enforceable against the Debtor in accordance with its terms, and to create a valid and continuing security interest in favour of the Secured Party.

3.2 Covenants

The Debtor covenants as follows:

- (a) Condition of Collateral: The Debtor shall keep the Collateral in good condition and repair, normal wear and tear excepted.
- (b) Payments to Progress: The Debtor shall pay all payments due to Progress under the Progress Sales Contract in respect of the Collateral, as and when the same become payable.
- (c) Accessions/Fixtures: The debtor shall 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 Secured Party.

- (d) Maintenance of Records: The Debtor shall keep and maintain accurate and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the Collateral.
- (e) Right to Inspect the Collateral: The Debtor shall permit a representative of the Secured Party to inspect the Collateral and the operations of the Debtor and for that purpose to enter the Debtor's premises (and any other location where the Collateral may be situated) during reasonable business hours and upon reasonable notice.
- (f) Insurance: The Debtor shall maintain, at its own expense, insurance against such risks of loss as are customarily insured against on this type of Collateral, in an amount not less than the full replacement value thereof, in such form and with such insurers as are reasonably satisfactory to the Secured Party, and shall, at the Secured Party's request, provide a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to the Secured Party that such insurance coverage is in effect. The Debtor shall also name the Secured Party as loss payee, mortgagee or additional insured, as the Secured Party's interest may appear, and provide evidence of such satisfactory to the Secured Party. Such insurance policies shall contain provisions pursuant to which the insurer agrees to provide fifteen (15) days prior notice to the Secured Party in the event of any (i) non-renewal, (ii) cancellation, or (iii) material adverse amendment of any of the insurance policies. The Secured Party may apply any proceeds of such insurance which it is entitled to receive towards payment of the Obligations, whether or not due, in such order of application as the Secured Party may determine.
- (g) Delivery and Execution of Documents, etc.: The Debtor shall from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge granted, and after the occurrence of an Event of Default and for so long as such Event of Default is continuing, the Debtor irrevocably constitutes and appoints the Secured Party, or any Receiver appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient.
- (h) Change of Name and certain other changes: The Debtor shall advise the Secured Party, in reasonable detail, of:
 - (i) any change of name or the addition of any new business names or French names, by providing at least ten (10) Business Days prior written notice of the change to the Secured Party;

- (ii) any merger or amalgamation or intention to merge or amalgamate with any other Person(s) or any arrangement or agreement which, either separately or in combination with any other transactions, arrangements or agreements would have the effect of the Debtor merging, amalgamating or entering into any joint venture or co-tenancy arrangement with any other Person, and the Debtor shall obtain the written prior consent of the Secured Party to do so;
 - (iii) any change in the location of any place of business (including any additional locations) or the chief executive office of the Debtor, or the location of any of the Collateral (including additional locations) by providing at least ten (10) Business Days prior written notice of the change to the Secured Party including a revised Schedule 3.1(b); and;
 - (iv) any material loss or damage to any of the Collateral by providing immediate notice in writing to the Secured Party.
- (i) Claims and Assertions: The Debtor shall defend the Collateral against each demand, claim, counterclaim, setoff and defence asserted by any Person other than the Secured Party and holders of Permitted Encumbrances, and shall promptly notify the Secured Party of any threat or commencement of any action or other legal proceeding, or entry of any judgment or order of any Governmental Authority, or any assertion by any Person other than the Secured Party and holders of Permitted Encumbrances of any demand, claim, counterclaim, setoff or defence, relating to the Collateral.

ARTICLE IV DEALING WITH COLLATERAL

4.1 Dealing with Collateral by the Debtor

The Debtor shall not sell, lease or otherwise dispose of any of the Collateral without prior written notice thereof to the Secured Party, which notice shall describe the subject Collateral proposed to be disposed of and the consideration to be received therefor. All Proceeds of any such sale will continue to be subject to the security interest, assignment and mortgage and charge granted hereby and shall be received by the Debtor as trustee for the Secured Party, as its interest appears, and, provided that Progress has been repaid in full under the Progress Sales Contract, must be paid over to the Secured Party upon request.

4.2 Permitted Encumbrances

The Debtor will not, without the prior written consent of the Secured Party, create, incur, assume, or suffer to exist any mortgage, deed of trust, pledge, lien, security interest, assignment, charge or encumbrance (including any conditional sale, or other title retention agreement or finance lease) of any nature, upon or with respect to any of the Collateral, other than:

- (a) undetermined or inchoate liens, rights of distress and charges incidental to current operations which have not at such time been filed or exercised and of which the

Secured Party has not been given notice, or which relate to obligations not due or payable or, if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;

- (b) encumbrances in favour of the Secured Party;
- (c) encumbrances in favour of Bridging in connection with the Bridging Credit Facilities that are in place as of the date hereof;
- (d) encumbrances in favour of Progress in connection with the Progress Sales Contract that are in place as of the date hereof;
- (e) other liens or encumbrances expressly consented to in writing by the Secured Party;

(the encumbrances described in Sections 4.2(a) – 4.2(e) above are collectively referred to as “**Permitted Encumbrances**”). The Debtor will not, without the prior written consent of the Secured Party, sign or file under the PPSA or similar registry system of any jurisdiction a financing statement which names the Debtor as a debtor, other than in favour of the Secured Party, Bridging or Progress, or sign any security agreement authorizing any secured party under the security agreement to file such a financing statement other than in favour of the Secured Party, Bridging or Progress.

4.3 Rights and Duties of the Secured Party

- (a) The Secured Party may perform any of its rights and duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.
- (b) Should the Secured Party or any agent or nominee on its behalf take possession or delivery of all or any part of the Collateral pursuant to this Agreement, the PPSA or otherwise at law, it is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any 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 Debtor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.
- (c) The Secured Party will not be responsible for any loss occasioned by its exercise of any of such rights or by failure to exercise the same within the time limited for the exercise of such rights, except where such loss results from the gross negligence or wilful misconduct of the Secured Party.
- (d) There is no obligation on the Secured Party to keep fungible Collateral in their possession identifiable.

- (e) The Secured Party has no obligation to protect or preserve any Collateral from depreciating in value or becoming worthless and is released from all responsibility for any loss of value.
- (f) The Secured Party may, upon the occurrence and during the continuance of an Event of Default, sell, transfer, use or otherwise deal with the Collateral, on such conditions and in such manner as the Secured Party in its sole discretion may determine.

4.4 Application of Funds

Provided that Progress has been repaid in full under the Progress Sales Contract, all money collected or received by the Secured Party in respect of the Collateral, on or after the occurrence of any Event of Default that is continuing, may be applied on account of such parts of the Obligations as the Secured Party in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's rights against the Debtor.

ARTICLE V ENFORCEMENT

5.1 Event of Default

Each and every one of the following events constitutes an Event of Default:

- (a) if the Debtor defaults in payment or performance of any of the Obligations and such default is not remedied within five (5) Business Days after written notice of such default is delivered to the Debtor and to Bridging by the Secured Party;
- (b) if either Bridging or Progress have taken any steps to demand payment and enforce their respective security on the Collateral or substantially all of the assets of the Debtor;
- (c) any representation or warranty made by the Debtor in this Agreement shall prove to have been incorrect in any material respect when made or deemed to be made;
- (d) if the Debtor shall fail to perform, observe or comply with any of the covenants contained in this Agreement and such failure is not cured within 10 days following notice of the default to the Debtor and to Bridging;
- (e) if any proceeding in respect of the Debtor or all or part of the assets, undertaking or property of the Debtor is commenced under the BIA or CCAA, or if any order is sought by any Person or any resolution passed for the bankruptcy, restructuring, liquidation or sale outside of the ordinary course of business or winding-up of the Debtor or all or a substantial part of its assets, undertaking or property, or if any appointment or proceeding for the appointment (whether by court or private appointment) of a Receiver over or in respect of the Debtor or all or any part of the assets, undertaking or property of the Debtor is made or commenced; or

- (f) if the Debtor ceases or threatens to cease to carry on its business, proposes a compromise or arrangement to its creditors or transfers or in any way parts with possession of all or a substantial part of the Collateral to any Person.

5.2 Remedies

- (a) On or after the occurrence of any Event of Default that is continuing,
 - (i) any or all of the Obligations will at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived;
 - (ii) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and
 - (iii) in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable and may be exercised from time to time separately or in combination and are not in substitution for any other rights, powers and remedies the Secured Party may have at law or otherwise:
 - (A) the Secured Party may by appointment in writing appoint a Receiver of the Collateral (which term when used in this Section 5.2 will include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.2 will include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver;
 - (B) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;
 - (C) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
 - (D) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless, in each case, otherwise required by law;

- (E) the Secured Party may, for any purpose specified in this Agreement, borrow money on the security of the Collateral in priority to the security interest, assignment and mortgage and charge granted by this Agreement;
 - (F) the Secured Party may enter upon all or any of the premises, buildings and plants occupied by the Debtor in any efforts to take possession of all or any of the Equipment in such manner and for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to the Debtor in so doing except for any loss arising from the gross negligence or wilful misconduct of the Secured Party in connection with such actions;
 - (G) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party under this Agreement, including, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon, shall be added to and form part of the Obligations secured; and
 - (H) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations secured.
- (b) The Secured Party may, without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights under this Agreement:
- (i) grant extensions of time;
 - (ii) take and perfect or abstain from taking and perfecting security;
 - (iii) accept compositions or compromises;
 - (iv) grant releases and discharges;
 - (v) release any part of the Collateral; or
 - (vi) otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit.
- (c) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to

institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other Person, in respect of the Collateral.

- (d) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may elect, in its sole discretion, to (i) pay the surplus into a court of competent jurisdiction, or (ii) pay it to any Person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and any balance remaining must be paid to the Debtor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and expenses relating thereto, the Debtor shall be liable to pay any deficiency to the Secured Party forthwith on demand.

ARTICLE VI GENERAL

6.1 Costs and Indemnification

The Debtor shall pay all costs on demand (including fees and disbursements of legal counsel, accounting advisors, Receiver and other advisors, together with any interest thereon that may accrue) incurred by the Secured Party in connection with (a) the Secured Party obtaining and maintaining delivery, possession, perfection and priority with respect to the Collateral; and (b) the realization, disposition, retention, preservation or collection of the Collateral or enforcement of the rights and remedies of the Secured Party in respect of the Debtor or the Collateral under this Agreement, the PPSA or otherwise at law. All such costs shall, from the date of such costs being incurred by the Secured Party through to the date such costs are repaid by the Debtor, be deemed advanced to the Debtor and shall form part of the Obligations secured.

In addition, the Debtor irrevocably and unconditionally agrees to indemnify and save harmless the Secured Party from all costs (including fees and disbursements of legal counsel, accounting advisors, Receiver and other advisors, together with any interest thereon that may accrue) incurred in connection with any enforcement of rights and remedies of the Secured Party in respect of the Debtor or the Collateral under this Agreement, the PPSA or otherwise at law. This indemnity is independent of and in addition to any right the Secured Party may have to seek recovery of costs in any litigation that may result in respect of this Agreement, and shall form part of the Obligations secured.

6.2 Notices

All notices, requests, demands or other communications required or permitted to be given by one party to another under this Agreement (each, a “**Notice**”) shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by facsimile transmission, email or delivered by registered mail, postage prepaid, addressed as follows:

- (a) If to Allied Track Equipment Company, LLC:

Allied Track Equipment Company, LLC
1605 S. State St., Suite 112
Champaign, IL 61820

Attention: Rodrick Schmidt
Fax: 877-401-6981
Email: rls@royalproperties.com

- (b) If to Allied Track Services Inc.:

c/o Allied Track Services Inc.
169A South Service Road
Grimsby, Ontario L3M 4H6

Attention: Dave Malay
Fax: 905-309-6500
Email: dave.malay@alliedtrack.ca

- (c) If to Bridging Finance Inc.:

Bridging Finance Inc.
77 King Street West, Suite 2925,
Toronto, Ontario M5K 1K7

Attention: Graham Marr
Fax: 1-888-920-9599
Email: gmarr@bridgingfinance.ca

or at such other address or facsimile number at which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a Business Day, or if the Notice is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the fourth Business Day following the date of its mailing. Any Notice transmitted by facsimile shall be deemed to have been given and received on the day in which transmission is confirmed. If such day is not a Business Day or if the facsimile transmission is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the first Business Day after its transmission. Attempted delivery of any Notice hereunder by electronic communication (including but not limited to e-mail and Internet or intranet websites, but excluding facsimile transmission) shall not constitute delivery of such Notice for the purposes of this Agreement.

6.3 Waiver and Amendment

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by a party

shall constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants in this Agreement or in any document delivered pursuant to this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time. Any amendment to this Agreement must be in writing and signed by the parties hereto, and will require the consent of Bridging, not to be unreasonably withheld.

6.4 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be illegal, invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the parties will negotiate in good faith to amend this Agreement to implement the intentions set forth in this Agreement. Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

6.5 Assignment and Enurement

Neither this Agreement nor any benefits or burdens under this Agreement shall be assignable by the Debtor, without the prior written consent of the Secured Party, which consent may be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or merger of any party) and permitted assigns hereunder.

6.6 Additional Continuing Security

This Agreement and the security interest, assignment and mortgage and charge granted are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

6.7 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

6.8 Power of Attorney

On or after the occurrence of any Event of Default that is continuing, the Debtor irrevocably constitutes and appoints the Secured Party the true and lawful attorney of the Debtor, with full power of substitution, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever the officer may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.

6.9 Set Off

Without in any way limiting any other rights or remedies available to the Secured Party, the Secured Party shall have the right (but shall not be obligated), at any time and from time to time on or after the occurrence of any Event of Default and without notice to the Debtor (such notice being expressly waived by the Debtor), to set off against the Obligations or any of the deposits (general or special) or money then held by the Secured Party or any other indebtedness owing by the Secured Party to, or held by the Secured Party for the credit of, the Debtor, regardless of the currency in which such indebtedness is denominated and notwithstanding that such indebtedness would not then be due but for the occurrence of an Event of Default. For the avoidance of doubt, any set off rights available to the Secured Party prior to the occurrence of an Event of Default shall not be deemed to be waived by reason of the grant to the Secured Party of set off rights after the occurrence of an Event of Default pursuant to the previous sentence of this Section 6.9.

6.10 Discharge

The Debtor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party. The Secured Party shall, upon the indefeasible payment and performance of all Obligations in full, execute such releases and discharges as the Debtor may reasonably require, all at the request and sole cost and expense of the Debtor.

6.11 Copy of Verification Statement

To the extent permitted by law, the Debtor hereby waives its right to receive a copy of any financing statement, financing change statement or verification statement filed or received by or on behalf of the Secured Party in connection with the Secured Party's interest in the Collateral.

6.12 Execution by Electronic Transmission

The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

6.13 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

6.14 Executed Copy

The Debtor acknowledges receipt of a fully executed copy of this Agreement.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

ALLIED TRACK SERVICES INC.

Per: 
Name: Dave Malay
Title: President & CEO

**ALLIED TRACK EQUIPMENT COMPANY,
LLC**

Per: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

ALLIED TRACK SERVICES INC.

Per: _____

Name:

Title:

**ALLIED TRACK EQUIPMENT COMPANY,
LLC**

Per: _____

Name: Rodrick Schmidt

Title: Board Member

SCHEDULE 2.1

EQUIPMENT

See attached.

Schedule A

Equipment Description				
	Year	Manufacturer	Model	Serial Number
1	1985	Jackson	6700 Tamper	142414
2	1988	Jackson	6700 Tamper	143966
3	2015	Nordco	SP2R/Puller	310345
4	2015	Nordco	SP2R/Puller	310349
5	2014	Nordco	TRIPP	760589
6	2015	Nordco	TRIPP	760612
7	2015	Nordco	TRIPP	760613
8	2016	Nordco	LS-1 Auto Lift	791084
9	2015	Nordco	M7/Regulator	800601
10	2015	Nordco	M7/Regulator	800602
11	2015	Harsco	Mark IV Tamper	7114095
12	2014	Harsco	Mark IV Tamper	7114114
13	2015	Harsco	Mark IV Tamper	7114174
14	2015	Harsco	Mark IV Tamper	7114195
15	2015	Kershaw	38-6 Kribber Adzer	38-214-15
16	2015	Nordco	CX Spiker/Bin	410395RB-UG
17	2015	Nordco	CX Spiker/Bin	410396RB-UG
18	2015	Nordco	CX Spiker/Bin	410397RB-UG
19	2015	Kershaw	4600/Regulator	4600-201-15
20	2015	Kershaw	4600/Regulator	4600-202-15
21	2015	Kershaw	4600/Regulator	4600-215-15
22	2014	Nordco	LS-1 Auto Lift	790677 R-BUG
23	2015	Nordco	Autolift	790683RB-UG
24	2015	Nordco	Autolift	790684RB-UG
25	2014	Pettibone	Speedswing	SS10188-14
26	2015	Pettibone	Speedwing 445	SS10236-15
27	2002	HTT	Chase Tamper	153193
28	2013	Nordco	Tamper	61904013
29	2014	Drapeau	Rail Heater	17310-1
30	2016	Kershaw	Kribber Adzer	38-218-16
31	2015	Kershaw	Ballast Regulator	4600-217-15
32	2012	Kershaw	Ballast Regulator	46-343-12RB-UG
33	2007	Nu Bear	Rail Saw	441

SCHEDULE 3.1(b)

PLACE(S) OF BUSINESS AND LOCATION(S) OF RECORDS AND COLLATERAL

Chief Executive Office: Allied Track Services
169A South Service Road
Grimsby ON
L3M 4H6

Registered Office: Allied Track Services
169A South Service Road
Grimsby ON
L3M 4H6

Places of business, locations of Collateral and locations of books and record:

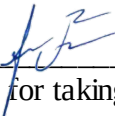
(i) Allied Track Services
169A South Service Road
Grimsby ON L3M 4H6

(ii) Allied Track Services
1891 Seymour Street
North Bay, ON
P1A 0C7

(iii) Calgary Office
3828 15A Street SE
Calgary AB
T2G 3N8

TAB P

THIS IS **EXHIBIT "P"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

USE AGREEMENT

THIS USE AGREEMENT (as amended, restated, supplemented, or replaced, from time to time, this "**Agreement**"), is dated as of this 5th day of April, 2018 and is made among **BRIDGING FINANCE INC.**, as agent (the "**Agent**"), **ALLIED TRACK SERVICES INC.** ("**Allied**"), and **ALLIED TRACK EQUIPMENT COMPANY, LLC** ("**ATEC**")

WHEREAS:

- (A) Pursuant to the Instalment Sale Contract, Transaction 4915 dated March 7, 2017 (the "**ISC**"), Progress Rail Equipment Leasing Corporation ("**Progress**") sold to Allied the equipment listed in Schedule "A" hereto (together with all appurtenances, accessions, improvements and additions thereto, and all tools, parts, accessories and manuals used in connection therewith, are hereinafter collectively referred to as the "**Equipment**"), which ISC may be amended after the date hereof to reflect a return of certain Equipment, and the term ISC herein shall mean such amended ISC;
- (B) Pursuant to a Security Agreement dated April 5th, 2018, Allied granted to ATEC a security interest in the Equipment to secure payment of the amount owing under a promissory note dated April 5th, 2018, unamended, a copy of which is attached as Schedule "B" (the "**ATEC Note**");
- (C) The Agent, for and on behalf of certain lenders, has made certain credit facilities available to Allied for the purposes of funding Allied's working capital; and
- (D) The Agent requires confirmation of the Agent's right to use the Equipment in the event of any enforcement in respect of Allied.

NOW THEREFORE, for good and valid consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby acknowledge and agree as follows:

1. Any security interests, claims, charges, liens, retentions of title or other encumbrances (collectively, the "**Liens**") granted by Allied to the Agent in and to any or all present and after acquired property, assets and undertakings of Allied, and any proceeds thereof, and any and all insurance claims and proceeds in connection therewith (collectively, the "**Agent's Collateral**"), are hereby subordinated to any Liens granted by Allied to ATEC in and to the Equipment. No Liens shall be granted by Allied to ATEC in any of the Agent's Collateral other than the Equipment without the prior written consent of the Agent.
2. ATEC hereby grants the Agent, its agents, employees and representatives (including any private or Court-appointed agent, liquidator, receiver or receiver and manager of Allied) (collectively, the "**Agent's Representatives**"), the right and license, but not the obligation, without interference by Allied and ATEC, to enter upon the premises of Allied and use the Equipment for the purposes of enforcing the Agent's Liens in and to the Agent's Collateral and/or operating the business of Allied for a period not to exceed one-hundred and eighty (180) days (or such greater period as ATEC may agree or a Court may order) from the date of receipt of written notice by the Agent of ATEC's intention to enforce any Liens of ATEC in and to the Equipment, or any intention of ATEC to repossess or remove the Equipment from the possession of Allied (the "**Use Period**"), provided that:
 - a. during the Use Period, and for so long as any amounts may remain outstanding to Progress under the ISC, the applicable Agent Representative shall pay to Progress the regular monthly payments owing and payable to Progress in accordance with the terms

of the ISC on the last business day of each month, on a per diem basis for the number of days that the Agent's Representatives are in possession of and using the Equipment; and

- b. during the Use Period, and provided Allied has paid the full amount owing and payable to Progress under the ISC, the applicable Agent Representative shall pay to ATEC the amount of USD\$25,000 plus Cash Interest (as defined in the ATEC Note) on a monthly basis, on the last business day of each month, on a per diem basis for the number of days that the applicable Agent Representative is in possession of and using the Equipment.
3. ATEC shall provide the Agent with five (5) business days' notice to cure any default under the ATEC Note (such period to commence on the date when notice of default is received by the Agent).
4. The parties hereto will do all things and execute all agreements, documents and instruments which may be reasonably required to give effect to this Agreement.
5. The Agent shall have no obligation to inquire into the source of any funds received by the Agent from Allied or any other person, nor will the Agent be considered a trustee or constructive trustee with respect to any proceeds of the Equipment it receives, and the Agent shall be free to apply any funds it receives against the indebtedness owing by Allied to the Agent, except where: (i) prior to the Agent receiving funds, Progress, ATEC or Allied have advised the Agent in writing that Allied has sold or will sell certain of the Equipment which will give rise to such funds, such notice to identify the subject Equipment and the amount of the proceeds thereof; or (ii) the Agent has actual (but not constructive) knowledge that the funds received by the Agent constitute proceeds of the Equipment.
6. This Agreement shall be binding on the parties hereto and their respective successors and assigns.
7. This Agreement may be executed in one or more counterparts and delivered by emailed PDF or other electronic method, and when such counterparts are so executed and delivered they shall all be deemed to constitute one and the same agreement.
8. Any notice given to or in connection with this Agreement shall be in writing and shall be given by delivering the same personally, by prepaid courier or emailed PDF, addressed to the notified party as follows:

- a. in the case of the Agent:

77 King Street West, Suite 2925
Toronto, Ontario M5K 1K7

Attention: Graham Marr
Email: gmarr@bridgingfinance.ca

with a copy to its lawyers:

Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Attention: Harvey Chaiton
Email: harvey@chaitons.com

b. in the case of Allied:

c/o Allied Track Services Inc.
169A South Service Road
Grimsby, Ontario L3M 4H6

Attention: David Malay
Email: dave.malay@alliedtrack.ca

c. in the case of ATEC:

Allied Track Equipment Company LLC
150 North Wacker Drive
Suite 3025
Chicago, IL
USA 60606

Attention: Rodrick L. Schmidt
Email: rls@royalproperties.com

with a copy to its lawyers:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Joseph Latham

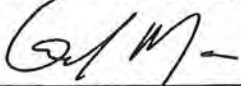
9. This Agreement shall be deemed to have been made and accepted in the City of Toronto, Ontario and shall be construed exclusively (without regard to any rules or principles relating to conflicts of laws) in accordance with and be governed by the laws of the Province of Ontario and of Canada applicable therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BRIDGING FINANCE INC., as agent

ALLIED TRACK EQUIPMENT COMPANY, LLC

By: 
Name: Graham Marr
Authorized Signing Officer

By: _____
Name: _____
Authorized Signing Officer

ALLIED TRACK SERVICES INC.

By: _____
Name: _____
Authorized Signing Officer

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BRIDGING FINANCE INC., as agent

ALLIED TRACK EQUIPMENT COMPANY, LLC

By: _____
Name:
Authorized Signing Officer

By: _____
Name:
Authorized Signing Officer

ALLIED TRACK SERVICES INC.

By:  _____
Name: Dave Malay
Authorized Signing Officer

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BRIDGING FINANCE INC., as agent

By: _____
Name:
Authorized Signing Officer

ALLIED TRACK SERVICES INC.

By: _____
Name:
Authorized Signing Officer

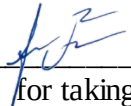
ALLIED TRACK EQUIPMENT COMPANY, LLC

By: _____
Name:
Authorized Signing Officer

Rodrick Schmidt
BOARD MEMBER

TAB Q

THIS IS **EXHIBIT "Q"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

INTERCOMPANY PROMISSORY NOTE

\$1,295,000.00

January 15, 2016

FOR VALUE RECEIVED, the undersigned, Allied Track Services, Inc., an Ontario corporation ("Borrower"), hereby promises to pay to the order of Swift Railroad Holdings U.S., LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"), on or before January 31, 2022, or at any time prior to such date upon demand by Lender (the "Maturity Date"), at such place as Lender shall designate from time to time in writing, the principal sum of One Million Two Hundred Ninety Five Thousand U.S. Dollars (\$1,295,000.00) in lawful money of the United States of America, together with interest thereon, to be computed and paid as specified in Section 1 below.

1. Payments of Principal and Interest

The principal hereof, together with all accrued and unpaid interest thereon, shall be payable in full on the Maturity Date. Interest at the rate of 15.00% per annum shall accrue on the outstanding principal amount and shall be payable by Borrower in cash ("Cash Interest") annually in arrears on the 30th day of September of each calendar year or, if such date is not a business day, the immediately preceding business day (provided that any such payment shall include interest due and payable from and including such payment date through to and including January 31 of such calendar year), commencing on January 31, 2017 (the "Interest Payment Date"); *provided however*, that if Borrower shall so elect, Borrower shall, in its sole discretion, have the option to pay such interest "in-kind" by increasing the principal amount of this promissory note ("PIK Interest"). Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed. In the event that the Borrower does not pay Cash Interest on or before each Interest Payment Date, the Borrower shall be deemed to have elected to pay PIK Interest.

2. Costs of Collection of Principal and Interest

In the event Lender retains counsel to collect all or any part of the indebtedness evidenced hereby, Borrower agrees to pay all costs of collection incurred by Borrower, including reasonable attorney's fees.

3. Prepayment

This Note may be prepaid by Borrower in whole or in part at any time without the need for any prior notice and without penalty or premium. In the event of a Sale of the Company (as defined in the Limited Liability Company Agreement of the Lender, as amended from time to time, a copy of which the Borrower acknowledges it has received and reviewed), the Borrower shall pay the entire principal amount of this Intercompany Promissory Note then outstanding, together with all accrued and unpaid interest thereon, immediately upon the consummation of such Sale of the Company.

4. Assignment and Waiver

The provisions of this Intercompany Promissory Note may be amended only with the consent of the Borrower and the Lender, and the Borrower may take any action prohibited under this Note, or omit to perform any act required to be performed by it under this Note, only if the Borrower has obtained the written consent of the Lender. The Borrower and all others who may become liable for the payment of all or any part of the indebtedness evidenced hereby severally diligence, presentment, protest and demand and notice of protest and demand, dishonor and nonpayment of this Note, and expressly agree that this Intercompany Promissory Note, or any payment hereunder, may be extended from time to time and that the Lender may accept security for, or release security for, the obligations of the Borrower hereunder, all without in any way affecting the liability of the Borrower hereunder.

5. Governing Law

THIS PROMISSORY NOTE SHALL BE INTERPRETED, AND THE OBLIGATIONS OF THE BORROWER HEREUNDER DETERMINED, IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

Signature Page Follows

IN WITNESS WHEREOF, Borrower has executed and delivered this Intercompany Promissory Note as of the date first above written.

ALLIED TRACK SERVICES, INC.,
as Borrower



By: _____
Name: Nicholas J. Kuneman
Title: Secretary

INTERCOMPANY PROMISSORY NOTE

\$1,600,000.00

September 8, 2016

FOR VALUE RECEIVED, the undersigned, Allied Track Services, Inc., an Ontario corporation ("Borrower"), hereby promises to pay to the order of Swift Railroad Holdings U.S., LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"), on or before September 30, 2021 upon demand by Lender (the "Maturity Date"), at such place as Lender shall designate from time to time in writing, the principal sum of One Million Six Hundred Thousand U.S. Dollars (\$1,600,000.00) in lawful money of the United States of America, together with interest thereon, to be computed and paid as specified in Section 1 below.

1. Payments of Principal and Interest

The principal hereof, together with all accrued and unpaid interest thereon, shall be payable in full on the Maturity Date. Interest at the rate of 20.0% per annum shall accrue on the outstanding principal amount and shall be payable by Borrower in cash ("Cash Interest") annually in arrears on the 30th day of September of each calendar year or, if such date is not a business day, the immediately preceding business day (provided that any such payment shall include interest due and payable from and including such payment date through to and including September 30 of such calendar year), commencing with the 2017 calendar year (the "Interest Payment Date"); *provided however*, that if Borrower shall so elect, Borrower shall, in its sole discretion, have the option to pay such interest "in-kind" by increasing the principal amount of this promissory note ("PIK Interest"). Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed. In the event that the Borrower does not pay Cash Interest on or before each Interest Payment Date, the Borrower shall be deemed to have elected to pay PIK Interest.

2. Costs of Collection of Principal and Interest

In the event of a default by Borrower and Lender retains counsel to collect all or any part of the indebtedness evidenced hereby, Borrower agrees to pay all costs of collection incurred by Borrower, including reasonable attorney's fees.

3. Prepayment

This Note may be prepaid by Borrower in whole or in part at any time without the need for any prior notice and without penalty or premium.

4. Waiver

The Borrower and all others who may become liable for the payment of all or any part of the indebtedness evidenced hereby severally waive presentment and demand for payment, notice of dishonor, notice of protest, notice of non-payment and notice of any other kind.

5. Governing Law

THIS PROMISSORY NOTE SHALL BE INTERPRETED, AND THE OBLIGATIONS OF THE BORROWER HEREUNDER DETERMINED, IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Borrower has executed and delivered this Intercompany Promissory Note as of the date first above written.

ALLIED TRACK SERVICES, INC.,
as Borrower

A handwritten signature in black ink, appearing to read "Nick J. Kuneman", written over a light gray rectangular background.

Nicholas J. Kuneman
Partner

INTERCOMPANY PROMISSORY NOTE

\$775,000.00

September 8, 2016

FOR VALUE RECEIVED, the undersigned, Allied Track Services, Inc., an Ontario corporation ("Borrower"), hereby promises to pay to the order of Swift Railroad Holdings U.S., LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"), on or before September 30, 2021 upon demand by Lender (the "Maturity Date"), at such place as Lender shall designate from time to time in writing, the principal sum of Seven Hundred Seventy Five Thousand U.S. Dollars (\$775,000.00) in lawful money of the United States of America, together with interest thereon, to be computed and paid as specified in Section 1 below.

1. Payments of Principal and Interest

The principal hereof, together with all accrued and unpaid interest thereon, shall be payable in full on the Maturity Date. Interest at the rate of 15.0% per annum shall accrue on the outstanding principal amount and shall be payable by Borrower in cash ("Cash Interest") annually in arrears on the 30th day of September of each calendar year or, if such date is not a business day, the immediately preceding business day (provided that any such payment shall include interest due and payable from and including such payment date through to and including September 30 of such calendar year), commencing with the 2017 calendar year (the "Interest Payment Date"); *provided however*, that if Borrower shall so elect, Borrower shall, in its sole discretion, have the option to pay such interest "in-kind" by increasing the principal amount of this promissory note ("PIK Interest"). Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed. In the event that the Borrower does not pay Cash Interest on or before each Interest Payment Date, the Borrower shall be deemed to have elected to pay PIK Interest.

2. Costs of Collection of Principal and Interest

In the event of a default by Borrower and Lender retains counsel to collect all or any part of the indebtedness evidenced hereby, Borrower agrees to pay all costs of collection incurred by Borrower, including reasonable attorney's fees.

3. Prepayment

This Note may be prepaid by Borrower in whole or in part at any time without the need for any prior notice and without penalty or premium.

4. Waiver

The Borrower and all others who may become liable for the payment of all or any part of the indebtedness evidenced hereby severally waive presentment and demand for payment, notice of dishonor, notice of protest, notice of non-payment and notice of any other kind.

5. Governing Law

THIS PROMISSORY NOTE SHALL BE INTERPRETED, AND THE OBLIGATIONS OF THE BORROWER HEREUNDER DETERMINED, IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Borrower has executed and delivered this Intercompany Promissory Note as of the date first above written.

ALLIED TRACK SERVICES, INC.,
as Borrower

A handwritten signature in black ink, appearing to read "Nick J. Kuneman", written over a light gray rectangular background.

Nicholas J. Kuneman
Partner

INTERCOMPANY PROMISSORY NOTE

\$1,591,920.00

October 31, 2016

FOR VALUE RECEIVED, the undersigned, Allied Track Services, Inc., an Ontario corporation ("Borrower"), hereby promises to pay to the order of Swift Railroad Holdings U.S., LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"), on or before January 31, 2022 upon demand by Lender (the "Maturity Date"), at such place as Lender shall designate from time to time in writing, the principal sum of One Million Five Hundred Ninety One Thousand Nine Hundred Twenty U.S. Dollars (\$1,591,920.00) in lawful money of the United States of America, together with interest thereon, to be computed and paid as specified in Section 1 below.

1. Payments of Principal and Interest

The principal hereof, together with all accrued and unpaid interest thereon, shall be payable in full on the Maturity Date. Interest at the rate of 15.00% per annum shall accrue on the outstanding principal amount and shall be payable by Borrower in cash ("Cash Interest") annually in arrears on the 31st day of October of each calendar year or, if such date is not a business day, the immediately preceding business day (provided that any such payment shall include interest due and payable from and including such payment date through to and including October 31 of such calendar year), commencing with the 2017 calendar year (the "Interest Payment Date"); *provided however*, that if Borrower shall so elect, Borrower shall, in its sole discretion, have the option to pay such interest "in-kind" by increasing the principal amount of this promissory note ("PIK Interest"). Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed. In the event that the Borrower does not pay Cash Interest on or before each Interest Payment Date, the Borrower shall be deemed to have elected to pay PIK Interest.

2. Costs of Collection of Principal and Interest

In the event of a default by Borrower and Lender retains counsel to collect all or any part of the indebtedness evidenced hereby, Borrower agrees to pay all costs of collection incurred by Borrower, including reasonable attorney's fees.

3. Prepayment

This Note may be prepaid by Borrower in whole or in part at any time without the need for any prior notice and without penalty or premium.

4. Waiver

The Borrower and all others who may become liable for the payment of all or any part of the indebtedness evidenced hereby severally waive presentment and demand for payment, notice of dishonor, notice of protest, notice of non-payment and notice of any other kind.

5. Governing Law

THIS PROMISSORY NOTE SHALL BE INTERPRETED, AND THE OBLIGATIONS OF THE BORROWER HEREUNDER DETERMINED, IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

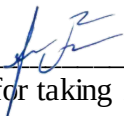
IN WITNESS WHEREOF, Borrower has executed and delivered this Intercompany Promissory Note as of the date first above written.

ALLIED TRACK SERVICES, INC.,
as Borrower

By: 
Name: Nicholas J. Kuneman
Title: Secretary

TAB R

THIS IS **EXHIBIT "R"** REFERRED TO IN THE
AFFIDAVIT OF ANDREW STUART JONES
SWORN BEFORE ME THIS 21st DAY OF JANUARY, 2021



A Commissioner for taking Affidavits, etc.

STALKING HORSE ASSET PURCHASE AGREEMENT

This stalking horse asset purchase agreement is dated January 21, 2021 between Allied Track Services Inc. (the “**Vendor**”) and 2806401 Ontario Inc. (the “**Purchaser**”, collectively with the Vendor, the “**Parties**” and either one, a “**Party**”).

RECITALS:

- (a) The Vendor has or will file a notice of intention to make a proposal (the “**NOI**”) under the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”);
- (b) The Vendor wishes to sell substantially all of the assets used in the Business and to assign certain Liabilities and the Purchaser has agreed to purchase such assets and assume such Liabilities upon the terms and conditions contained in this Agreement; and
- (c) The Vendor intends to seek an order from the Court pursuant to the BIA in form and substance attached as Schedule “C” that, among other things, authorizes the Vendor to enter into this Agreement and to conduct a marketing and sale process in accordance with the Stalking Horse Sales Process (the “**Sale Process Order**”).

In consideration of the above and for other good and valuable consideration, the Parties agree as follows.

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions.

As used in this Agreement, including the recitals hereto, the following terms have the following meanings:

“**Accounts Receivable**” shall have the meaning defined in Section 2.1(c).

“**Administration Charge**” means the charge, if granted by the Court, to secure the fees and expenses of the Administrative Professionals;

“**Administrative Professionals**” means the Vendor’s legal counsel, the Proposal Trustee, the Proposal Trustee’s legal counsel, and a Trustee in Bankruptcy and its counsel, if one is appointed.

“**Agreement**” means this asset purchase agreement, including all schedules annexed hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“**Approval and Vesting Order**” means an approval and vesting order of the Court in form and substance acceptable to the Parties, acting reasonably, that, among other

things, approves this Agreement and the transactions contemplated hereby, and vests in and to the Purchaser the Purchased Assets free and clear of and from any and all Encumbrances other than Permitted Encumbrances.

“Assigned Contract” means:

- (a) each Collective Agreement; and
- (b) any other contract to which the Vendor is a party and the benefit of which is assigned to the Purchaser in accordance with Article 4 or by way of an Assignment Order.

“Assignment Order” means an order of the Court requiring the assignment to the Purchaser of contracts (designated by the Purchaser) to which the Vendor is a party, in form and substance satisfactory to the Purchaser and the Vendor, each acting reasonably.

“Assumed Liabilities” shall have the meaning defined in Section 3.1.

“Bankruptcy Costs” means the costs of any bankruptcy of the Vendor under the BIA that may be required on the termination of the Proposal Proceedings.

“BIA” shall have the meaning defined in the Recitals.

“Bid Deadline” means 5:00 p.m. on February 15, 2021, extendable at the discretion of Proposal Trustee for up to ten (10) days, as set out in Schedule “A”.

“Bridging Debt” means all indebtedness of the Vendor owing to Bridging Finance Inc., as agent, whether pursuant to: (i) a letter agreement dated March 8, 2017 as amended and restated by letter agreement dated November 15, 2017, as amended; or (ii) otherwise.

“Business” means the businesses operated by the Vendor, which consists of (i) track production, repair and installation, and (ii) signal maintenance, rehabilitation and construction.

“Business Day” means any day of the year, other than a Saturday, Sunday or any day on which Canadian chartered banks are closed for business in Toronto, Ontario.

“Closing” shall have the meaning defined in Section 11.1.

“Closing Date” means the date that is three (3) Business Days after the conditions of Closing in Article 10 of this Agreement are satisfied or waived, or such earlier or later date that the Parties, acting reasonably, may mutually agree.

“Collective Agreement” means any collective agreement, letter of understanding, letter of intent or other written communication or contract with any trade union, association that may qualify as a trade union, council of trade unions, employee

bargaining agent or affiliated bargaining agent, which would cover any of the employees of the Vendor.

“Consent Required Contracts” means the contracts to which the Vendor is a party and which are not assignable in whole or in part without the consent, approval or waiver of the party or parties thereto other than the Vendor.

“Contract Assumed Liabilities” shall have the meaning defined in Section 4.1(2).

“Court” means the Ontario Superior Court of Justice (Commercial List).

“Cure Payment” means a payment solely required to comply with subsection 84.1(5) of the BIA to cure any existing monetary default or breach of the Vendor under any contract which is to become an Assigned Contract as at the date such contract becomes an Assigned Contract.

“Directors” means collectively, anyone who is or was, or may be deemed to be or have been, whether by statute, operation of Law or otherwise, a director or a *de facto* director of the Vendor;

“Directors’ Charge” means the charge, if granted by the Court, in favour of the Vendor’s Directors and Officers securing the Vendor’s indemnity obligations to those Directors and Officers;

“DIP Charge” means the charge, if granted by the Court, to secure all amounts owed to Bridging Finance Inc., as agent, pursuant to the terms of the DIP Facility;

“DIP Facility” means the credit facility made available to the Vendor pursuant to a DIP Term Sheet between Bridging Finance Inc., as agent, and the Vendor, as borrower, dated January 21, 2021;

“Employee Plans” means all the employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, retirement, pension, registered retirement savings, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former directors, officers or employees of the Vendor maintained, sponsored or funded by the Vendor, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered.

“Encumbrances” means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, license, right of first refusal or first offer, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant, execution, levies, or other financial or monetary claims or encumbrances of any nature (whether at Law or equity), and any contract, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

“ETA” shall have the meaning defined in Section 6.1.

“Excluded Assets” shall have the meaning defined in Section 2.2.

“Excluded Liabilities” shall have the meaning defined in Section 3.2(1).

“Governmental Authority” means: (i) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (ii) any subdivision or authority of any of the above; and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“GST/HST” means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

“Installment Contract Debt” means all indebtedness of the Vendor owing to 2700902 Ontario Inc., pursuant to an Installment Sale Contract No. 4915 between the Vendor and Progress Rail Equipment Leasing Corporation which was subsequently assigned by Progress Equipment Leasing Corporation to Bridging Finance Inc., as agent, pursuant to an Assignment and Assumption Agreement dated June 6, 2019 and further assigned by Bridging Finance Inc., as agent, to 2700902 Ontario Inc. pursuant to an Assignment and Assumption Agreement dated June 11, 2019.

“Intellectual Property” means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and industrial property.

“ITA” shall have the meaning defined in Section 6.3.

“Laws” means any principle of common law and all applicable: (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws; (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Authority; and (iii) to the extent that they are treated

as binding by the Governmental Authority or have the force of law, policies, guidelines, notices and protocols of any Governmental Authority.

“Liability” means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in or under statute, contract, tort, strict liability or otherwise), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation) (collectively, **“Liabilities”**).

“Material Contracts” means, collectively:

- (a) the contracts, licenses and agreements listed in Schedule “B”; and
- (b) any other contract, license or agreement to which the Vendor is at any time a party or pursuant to which the Vendor has at any time acquired rights and would reasonably be expected to be material to the Business.

“NOI” shall have the meaning defined in the Recitals.

“Notice” shall have the meaning defined in Section 13.1.

“Officers” means collectively, anyone who is or was, or may be deemed to be or have been, whether by statute, operation of Law or otherwise, an officer or a *de facto* officer of the Vendor;

“Ordinary Course” means, with respect to the Vendor, an action consistent with the past practices of the Vendor prior to the filing of the NOI and taken in the ordinary course of the normal day-to-day business and operations of the Vendor, provided that such action is in compliance, in all material respects, with applicable Laws (provided that it is required to comply with the requirements of the NOI proceedings).

“Outside Date” means April 5, 2021, or such later date as may be agreed to in writing by the Parties.

“Parties” shall have the meaning defined in the Recitals.

“Permitted Encumbrances” means all security interests and other interests arising exclusively from the Assumed Liabilities, Contract Assumed Liabilities, the Bridging Debt and the Installment Contract Debt.

“Person” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Authority) or any other entity, whether or not having legal status.

“Proposal Proceedings” means the NOI proceedings that have been or will be commenced by the Vendor under the BIA.

“Proposal Trustee’s Certificate” shall have the meaning defined in Section 11.1(3).

“Priority Payables” means all amounts owing (including all amounts accrued but not yet payable) by the Vendor as of the Closing Date which rank *pari passu* or in priority to either of the Bridging Debt or the Installment Contract Debt, including, without limitation:

- (a) all source deductions relating to salary, wages, bonuses and other compensation of all employees;
- (b) all GST/HST related to the Business;
- (c) any amounts secured by, or to be secured by, the DIP Charge;
- (d) any amounts secured by, or to be secured by, the Administration Charge; and
- (e) any amounts secured by, or to be secured by, the Directors’ Charge

“Proposal Trustee” means KSV Restructuring Inc., pursuant to its proposed appointment as proposal trustee of the Vendor under the BIA.

“Purchase Price” shall have the meaning defined in Section 5.1.

“Purchased Assets” shall have the meaning defined in Section 2.1.

“Purchaser” shall have the meaning defined in the Recitals.

“Qualified Bid” has the meaning given in the Stalking Horse Sales Process.

“Stalking Horse Sales Process” means the sales process attached as Schedule “A”

“Sales Process Order” shall have the meaning defined in the Recitals.

“Stalking Horse Bid” shall have the meaning defined in Section 10.1(a).

“Tangible Personal Property” means, collectively, all furniture, fixtures, equipment, inventory, leasehold improvements, machinery, tools, vehicles, office equipment, racking, supplies, computers, telephones and other tangible personal property.

“Tax” means: (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services,

harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Party.

"Time of Closing" means 12:01 a.m. (Toronto time) on the Closing Date, or such other time as the Parties may agree.

"Transfer Taxes" shall have the meaning defined in Section 6.2.

"Transferred Employees" means all Unionized Employees and all non-union employees of the Vendor who accept offers of employment given in accordance with this Agreement from the Purchaser.

"Trustee in Bankruptcy" means the trustee (as defined in the BIA) appointed over the estate of the Vendor pursuant to the BIA, in the event that the Vendor makes or is deemed to have made an assignment in bankruptcy, or where an application for a bankruptcy order concerning the Vendor is made by a party other than the Vendor.

"Unionized Employees" means employees of the Vendor who are employed under the terms of a Collective Agreement.

"Vendor" shall have the meaning defined in the Recitals.

"Wind Down Amount" means the amount necessary to fund the costs to wind down and complete the Proposal Proceedings after the Closing Date, including, without limitation, any Bankruptcy Costs.

"Wind Down Estimate" means an estimate of the Wind Down Amount that is prepared by the Proposal Trustee, in form and substance satisfactory to the Purchaser, acting reasonably.

"Winning Bidder" shall have the meaning defined in Section 10.1(c).

Section 1.2 Date for Any Action.

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1.3 Gender and Number.

Any reference in this Agreement to gender includes all genders. Words importing the singular number only shall include the plural and vice versa.

Section 1.4 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

Section 1.5 Currency.

All references in this Agreement to dollars or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.6 Certain Phrases, etc.

In this Agreement (i) the words “including”, “includes” and “include” mean “including (or includes or include) without limitation”, and (ii) the phrase “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”. Unless otherwise specified, the words “Article” and “Section” followed by a number mean and refer to the specified Article or Section of this Agreement.

Section 1.7 Statutes.

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

Section 1.8 Schedules.

The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

ARTICLE 2 PURCHASED ASSETS

Section 2.1 Purchased Assets.

Subject to the terms and conditions of this Agreement, except for the Excluded Assets, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, on the Closing Date, effective as of the Time of Closing,

all undertakings, property and assets of the Vendor, including any and all assets that relate to or are used in connection with the operation of the Business (collectively, the “**Purchased Assets**”), including but not limited to the following assets, free and clear of all Encumbrances (other than Permitted Encumbrances):

- (a) all cash on hand, cash equivalents and bank deposits;
- (b) all Tangible Personal Property;
- (c) all accounts receivable, notes receivable and other debts due or accruing due to the Vendor (the “**Accounts Receivable**”);
- (d) all prepaid expenses and deposits;
- (e) all customer files;
- (f) the benefit of all of the Assigned Contracts, provided that such benefit shall not be sold, transferred and assigned until the relevant Assigned Contract becomes an Assigned Contract in accordance with Article 4 or pursuant to an Assignment Order;
- (g) all Intellectual Property owned or licensed by the Vendor;
- (h) the proceeds of any and all refunds that may be due to the Vendor from Canada Revenue Agency and from any provincial tax authorities;
- (i) all consents, whether express or implied, granted in favour of the Vendor in accordance with *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (Canada) (commonly known as “Canada’s Anti-Spam Law” or “CASL”);
- (j) to the extent transferrable, all orders, authorizations, approvals, licenses or permits of any Governmental Authority, owned, held or used by the Vendor;
- (k) all information in any form relating to, or used in connection with, the Business, including books of account, financial and accounting information and records, personnel records (other than records with respect to former employees or employees who do not become Transferred Employees), sales and purchase records, customer and supplier lists, business reports, operating guides and manuals, plans and projections, marketing and advertising materials, corporate records, and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices), which for greater certainty, shall not include the books and records set out in Section 2.2;

- (l) all customer guarantees, customer notes, security agreements, financing statements under applicable personal property security legislation, customer deposits or collateral, filings or property securing customer obligations;
- (m) all claims, actions, causes of action, indemnities, warranties (including supplier warranties), guarantees, rights of recovery, rights of set-off and rights of recoupment of the Vendor;
- (n) all telephone numbers;
- (o) all proceeds payable to the Vendor upon any policies of insurance; and
- (p) the goodwill of the Business, including the exclusive right of the Purchaser to represent itself as carrying on the Business in continuation of and in succession to the Vendor (including all business names related thereto).

Section 2.2 Excluded Assets.

Notwithstanding anything herein contained to the contrary, the Purchaser shall not purchase the Vendor's right, title and interest in and to the following assets (collectively, the **"Excluded Assets"**):

- (a) the benefit of any contracts, agreements and/or understandings to which the Vendor is a party other than those contracts that are assigned to the Purchaser pursuant to Article 4 or an Assignment Order; and
- (b) original tax records and books and records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance, capitalization or existence of the Vendor.

The Purchaser may, at its option, prior to Closing, exclude any of the Purchased Assets from the transactions contemplated hereby by delivering to the Vendor written notice of same, whereupon such asset(s) shall be deemed to form part of the Excluded Assets provided, however, that there shall be no reduction in the Purchase Price as a result of such exclusion.

ARTICLE 3 ASSUMED LIABILITIES

Section 3.1 Assumed Liabilities.

Subject to the Closing, and except for the Excluded Liabilities, the Purchaser agrees to assume, as of the Time of Closing, all of the Vendor's obligations and Liabilities (and no other obligations or Liabilities) relating to (collectively, the **"Assumed Liabilities"**):

- (a) the Purchased Assets arising and accruing in respect of the period after the Time of Closing and not related to any default existing at, prior to or as a consequence of Closing (which excludes all obligations and Liabilities in

connection with the Assigned Contracts, the assumption of obligations and Liabilities of which is dealt with pursuant to Article 4);

- (b) the obligations and Liabilities of the Vendor with respect to the Transferred Employees that are expressly assumed by the Purchaser pursuant to this Agreement;
- (c) the DIP Facility and all security with respect thereto, either, in the sole discretion of Bridging Finance Inc., as agent, in its capacity as lender thereunder, by assumption thereof or refinancing thereof pursuant to exit financing; and
- (d) any other Liability which the Purchaser agrees in writing to assume on or before the Closing Date.

Section 3.2 Excluded Liabilities.

- (1) Other than the Assumed Liabilities and the Contract Assumed Liabilities, the Purchaser shall not assume and shall have no obligation to discharge, perform or fulfill any Liability or obligation of the Vendor or in connection with the Purchased Assets or the Business (the “**Excluded Liabilities**”), whether known, unknown, direct, indirect, absolute, contingent or otherwise arising out of facts, circumstances or events, in existence on or prior to the Time of Closing (with respect to the Assumed Liabilities) or, subject to Article 4, on or prior to the date on which a contract to which the Vendor is a party becomes an Assigned Contract, respectively (with respect to the Contract Assumed Liabilities).
- (2) Without limiting the generality of Section 3.2(1), the Purchaser shall not assume and shall have no obligation in respect of (i) any of the Excluded Assets or (ii) except as expressly provided herein, any Liabilities of the Vendor for Taxes other than as set out in Section 6.1 and Section 6.2.

ARTICLE 4 ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND LEASES

Section 4.1 Assignment of Assigned Contracts.

- (1) On or prior to Closing, the Purchaser may, in its sole discretion, designate any contract to which the Vendor is a party to become an Assigned Contract, provided however that any Consent Required Contract shall be so designated by the Purchaser no later than seven (7) days prior to obtaining the Approval and Vesting Order.
- (2) Subject to Section 4.2, on Closing the Vendor shall be deemed to have assigned the benefit of any Assigned Contract and the Purchaser shall be deemed to have assumed, all of the Vendor’s obligations and Liabilities relating to such Assigned Contract arising and accruing in respect of the period after Closing and not related to any default existing at, prior to or as a consequence of the Closing or of the

assignment of such Assigned Contract (collectively, the “**Contract Assumed Liabilities**”), in each case without payment of any additional consideration.

Section 4.2 Consent Required Contracts.

- (1) Nothing in this Agreement shall be construed as an agreement to assign any Consent Required Contract, unless the consent, approval or waiver required to assign such Consent Required Contract has been given or an Assignment Order has been made with respect to such Consent Required Contract.
- (2) The Vendor and the Purchaser shall use reasonable commercial efforts to obtain the consents, approvals and waivers required for the assignment of the Consent Required Contracts that are designated as Assigned Contracts. Other than the payment of Cure Payments in accordance with this Agreement, which the Purchaser shall be required to pay, the Purchaser and the Vendor shall be under no obligation to pay any money, incur any obligations, commence any legal proceedings, or offer or grant any accommodation (financial or otherwise) to any third party in order to obtain any consent, approval or waiver for any Consent Required Contract.
- (3) Upon request by the Purchaser, such request to be made no later than seven (7) days prior to obtaining the Approval and Vesting Order, the Vendor shall obtain the Assignment Order, should the Purchaser and Vendor not otherwise obtain any of the consents provided for in Section 4.2(2) above.

ARTICLE 5 PURCHASE PRICE

Section 5.1 Purchase Price.

The aggregate purchase price for the Purchased Assets shall be made up of the following amounts (in the aggregate, the “**Purchase Price**”), in each case exclusive of Transfer Taxes:

- (a) an amount equal to the Bridging Debt;
- (b) an amount equal to the Installment Contract Debt;
- (c) an amount required to satisfy the Priority Payables;
- (d) an amount equal to the Assumed Liabilities; and
- (e) an amount required to satisfy the Wind Down Amount.

Section 5.2 Payment of Purchase Price.

The Purchase Price shall be satisfied by the Purchaser as follows, and the Vendor hereby directs the Purchaser to make the payments of the Purchase Price in accordance with this Section 5.2 and this shall be the Purchaser’s good and sufficient authority for so doing:

- (a) as to the amounts referred to in Section 5.1(a) and Section 5.1(b), by the Purchaser assuming the Bridging Debt and the Installment Contract Debt;
- (b) as to the amount referred to in Section 5.1(c), by:
 - (i) wire transfer of immediately available funds to the Vendor on Closing; or
 - (ii) with the consent of the Vendor and the Proposal Trustee, which may be withheld at the discretion of either party (acting reasonably), by assumption of any Priority Payables not paid in such manner on Closing, assumed in a priority position superior to any and all other indebtedness of the Purchaser, as reasonably determined among the Purchaser, the Vendor and the Proposal Trustee;
- (c) as to the amount referred to in Section 5.1(d), by the Purchaser assuming the Assumed Liabilities; and
- (d) as to the amount referred to in Section 5.1(e), payable by wire transfer of immediately available to the Proposal Trustee funds on Closing.

Section 5.3 Allocation of Purchase Price.

The Parties shall agree upon the allocation of the Purchase Price in respect of the Purchased Assets, both acting reasonably, prior to Closing. The Parties shall each report the purchase and sale of the Purchased Assets for all federal, provincial and local tax purposes in accordance with the agreed upon allocation and this Agreement.

Section 5.4 Wind Down Amount.

Prior to Closing, the Proposal Trustee will deliver to the Purchaser the Wind Down Estimate. If the Wind Down Amount exceeds the Wind Down Estimate, the Purchaser shall deliver to the Vendor by wire transfer such additional funds as are required to fund the Wind Down Amount within three (3) Business Days of written request by the Vendor to the Purchaser. If the Wind Down Amount is lower than the Wind Down Estimate, the Vendor shall notify the Purchaser of such excess and deliver to the Purchaser by wire transfer such excess funds as soon as reasonably practicable.

Section 5.5 Adjustment of Purchase Price.

Except as otherwise provided in this Agreement, the Purchase Price shall not be adjusted in any manner whatsoever.

ARTICLE 6 TAX MATTERS

Section 6.1 ETA Elections.

The Purchaser and the Vendor shall, if applicable, jointly elect under subsection 167(1) of the *Excise Tax Act* (Canada) (the “**ETA**”) and any equivalent or comparable corresponding provision under any applicable provincial or territorial legislation, in the form prescribed for the purposes of each such provision, in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such elections with the applicable tax authorities within the time and in the manner required by the applicable Law. Notwithstanding such elections, in the event it is determined by a Governmental Authority that there is a Liability of the Purchaser to pay, or of the Vendor to collect and remit, GST/HST (or similar provincial or territorial value-added or multi-staged Tax) in respect of the purchase and sale of the Purchased Assets hereunder, the Purchaser shall forthwith pay such GST/HST (and any similar provincial or territorial value-added or multi-staged Tax) to the applicable Governmental Authority, or to the Vendor for remittance to the appropriate Governmental Authority, as the case may be, and shall indemnify and save harmless the Vendor from any penalties and interest which may be payable by or assessed against the Vendor (or its representatives, agents, employees, directors or officers) under the ETA (and any applicable provincial or territorial legislation) in respect thereof.

Section 6.2 Transfer Taxes.

Subject to any available elections or exemptions contemplated by Section 6.1, the Purchaser shall be liable for and shall pay all federal and provincial sales taxes, transfer taxes, excise taxes, value-added taxes and all other similar Taxes or other like charges of any jurisdiction (“**Transfer Taxes**”) (for greater certainty, excluding all income or capital taxes of the Vendor) properly payable in connection with the transfer of the Purchased Assets by the Vendor to the Purchaser.

Section 6.3 Income Tax Elections.

- (1) The Purchaser and the Vendor shall, if applicable, elect jointly in the prescribed form under section 22 of the *Income Tax Act* (Canada) (the “**ITA**”) and the corresponding provisions of any other applicable provincial Tax statute as to the sale of the Accounts Receivable forming part of the Purchased Assets and designate in such election an amount equal to the portion of the Purchase Price allocated to the Accounts Receivable pursuant to Section 5.3. This election, or these elections, shall be made within the time prescribed for such elections.
- (2) The Purchaser and the Vendor shall, if applicable, jointly execute and file an election under subsection 20(24) of the ITA in the manner required by subsection 20(25) of the ITA and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed forms and within the time period permitted under the ITA and under any other applicable provincial statute as to such amount paid by the Vendor to the Purchaser for assuming future obligations. In this regard, the Purchaser and the Vendor acknowledge that a portion

of the Purchased Assets transferred by the Vendor pursuant to this Agreement and having a value equal to the amount elected under subsection 20(24) of the ITA and the equivalent provisions of any applicable provincial or territorial statute, is being transferred by the Vendor as a payment for the assumption of such future obligations by the Purchaser.

- (3) The Purchaser and the Vendor shall also execute and deliver such other Tax elections and forms as they may mutually agree upon.

ARTICLE 7 EMPLOYEE MATTERS

Section 7.1 Successor Employer

Effective as of the Closing Date, the Purchaser shall become the successor employer under the Collective Agreements, shall continue the employment of all Unionized Employees, and shall: (i) recognize from and after the Closing Date the unions set forth in Schedule "D" as the sole and exclusive collective bargaining agents for the Unionized Employees; and (ii) accept and be bound by the terms and conditions of the Collective Agreements applicable to the Unionized Employees, except that the Purchaser and the applicable collective bargaining agent shall be free (upon mutual agreement) to change the terms and conditions of the Unionized Employees or otherwise modify the applicable Collective Agreement.

Section 7.2 Offers to Non-Union Employees.

- (1) No less than three (3) Business Days in advance of the Closing Date, the Purchaser may, but shall not be obligated to offer employment to any of the Vendor's employees (other than Unionized Employees) to be effective on the Closing Date, conditional on Closing, on terms and conditions that are, in the aggregate, no less favourable than the terms and conditions on which such employees are employed immediately before the Closing Date. Such offers of employment shall recognize the non-union employee's past service with the Vendor for all purposes.
- (2) Nothing in this Section 7.2, express or implied, (i) is intended to or shall confer upon any Person, including any employee of the Vendor, other than the Parties and their respective successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, (ii) shall establish or constitute an amendment, termination or modification of, or an undertaking to establish, amend, terminate or modify, any Employee Plan, or (iii) shall create any obligation on the part of the Purchaser to employ any Transferred Employee for any period following the Closing Date.

Section 7.3 Employee Plans.

- (1) The Purchaser shall assume the Employee Plans. The Purchaser, on the one hand, and the Vendor, on the other, shall take such actions as are necessary and reasonably requested by the other Party to cause the Purchaser to assume sponsorship of and

responsibility for administration and operation of such Employee Plans as of the Closing and to effect the transfer of all assets and benefit liabilities of the Employee Plans together with all related trust, insurance policies and administrative services agreements, effective as soon as practicable following the Closing. The Vendor and Purchaser shall reasonably cooperate in all matters reasonably necessary to effect the transactions contemplated by this Section 7.3(1) including exchanging information and data relating to workers' compensation, employee benefits and employee benefit plan coverage, and in obtaining any governmental approvals required, except as would result in the violation of any applicable Law, including without limitation, any Law relating to the safeguarding of data privacy.

- (2) Nothing in the provisions of this Section 7.3 express or implied, (i) is intended to or shall confer upon any Person, including any employee of the Vendor, other than the Parties and their respective successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, (ii) shall establish or constitute an amendment, termination or modification of, or an undertaking to establish, amend, terminate or modify, any Employee Plan, or (iii) shall create any obligation on the part of the Purchaser to employ any Transferred Employee for any period following the Closing Date.

Section 7.4 Employee Liability.

- (1) The Vendor shall be liable for all salary, wages, bonuses, commissions, vacation pay, and other compensation relating to employment of all employees of the Vendor for the period prior to the Closing Date.
- (2) The Vendor shall be liable for statutory notice of termination or payment in lieu of notice obligations and statutory severance obligations in respect of any non-union employees of the Vendor who do not accept the Purchaser's offer of employment.
- (3) Without limiting the Purchaser's obligations in respect of the Transferred Employees, the Purchaser shall be responsible for:
 - (a) all liabilities for salary, wages, bonuses, commissions, vacation pay, and other compensation relating to employment of the Transferred Employees by the Purchaser for the period on and after the Closing Date; and
 - (b) all statutory notice of termination or payment in lieu of notice obligations and statutory severance obligations in respect of the termination by the Purchaser of the employment of any Transferred Employee arising on or after the Closing Date.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Section 8.1 **Vendor Representations and Warranties.**

The Vendor represents and warrants as follows to the Purchaser at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Purchaser is relying upon such representations and warranties in connection with the purchase of the Purchased Assets and the assumption of the Assumed Liabilities and the Contract Assumed Liabilities:

- (1) **Incorporation and Qualification.** The Vendor is a corporation duly incorporated and existing under the Laws of its jurisdiction of incorporation and, subject to the granting of the Sale Process Order, has the corporate power to enter into and perform its obligations under this Agreement.
- (2) **Authority to Complete.** Subject to obtaining the Approval and Vesting Order prior to Closing, on Closing the Vendor shall have the power and authority to complete the transactions contemplated hereby, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order.
- (3) **Enforceability of Obligations.** Subject to the entry of the Sale Process Order, the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated hereby, this Agreement constitutes a valid and legally binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.
- (4) **Residence.** The Vendor is not a non-resident of Canada for purposes of the ITA.
- (5) **Registration.** The Vendor is registered under Part IX of the ETA and its registration number is 105104392 RT0001.
- (6) **Brokers and Finders.** There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Vendor.

Section 8.2 **Purchaser's Representations and Warranties.**

The Purchaser represents and warrants as follows to the Vendor at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (1) **Incorporation and Qualification.** The Purchaser is an entity duly incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power to enter into and perform its obligations under this Agreement.

- (2) **Corporate Authority.** The execution and delivery of and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated by it have been authorized by all necessary corporate action on the part of the Purchaser.
- (3) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser, enforceable against it in accordance with its terms subject only to: (A) as of the date hereof, any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction; and (B) as of the Closing Date, the issuance of the Approval and Vesting Order.
- (4) **Registration.** The Purchaser will, prior to Closing, be registered under Part IX of the ETA and under comparable provincial legislation in each other province where the Purchaser is required to be registered for purposes of any election to be made pursuant to Section 6.1.
- (5) **Brokers and Finders.** There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser.

Section 8.3 Survival.

The representations and warranties contained in this Agreement shall merge on Closing.

Section 8.4 No Other Representations or Warranties of the Vendor; "As Is, Where Is".

- (1) The representations and warranties given by the Vendor in Article 8 are the sole and exclusive representations and warranties of the Vendor in connection with this Agreement and the transactions contemplated by it. Except for the representations and warranties given by the Vendor in Article 8, the Purchaser did not rely upon any statements, representations, promises, warranties, conditions or guarantees whatsoever, whether express or implied (by operation of Law or otherwise), oral or written, legal, equitable, conventional, collateral or otherwise, regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith.
- (2) The Purchaser hereby acknowledges and agrees as follows:
 - (a) except as expressly provided herein, the Purchased Assets are being purchased on an "as is, where is" basis; and

- (b) except as expressly set forth in this Agreement, the Vendor and the Proposal Trustee make no representations, or warranties in favour of the Purchaser concerning the Purchased Assets, which the Purchaser acknowledges are being acquired on an “as is, where is” basis, whether express or implied, statutory or collateral, arising by operation of Laws or otherwise, including express or implied warranties of merchantability, fitness for a particular purpose, title, description, quantity, condition or quality, and that any and all conditions and warranties expressed or implied by the *Sale of Goods Act* (Ontario) or other Laws do not apply to the transactions contemplated herein and are hereby waived by the Purchaser.

ARTICLE 9 COVENANTS

Section 9.1 Conduct of Business in the Ordinary Course.

During the period up to the Closing Date, the Vendor shall use commercially reasonable efforts to (i) conduct the Business in the Ordinary Course consistent with past practice; (ii) maintain and preserve intact its current Business organization and operations; and (iii) preserve the rights, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the Business, in each case except to the extent required to allow the Vendor to comply with any of its obligations under this Agreement, subject in all cases to any limitation imposed by being subject to the commercial proposal process under the BIA and any Court order relating thereto. Except with the prior written consent of the Purchaser, the Vendor shall not enter into, amend, disclaim, restate or allow there to occur a default under any Material Contract.

Section 9.2 Actions to Satisfy Closing Conditions.

The Vendor and the Purchaser agree to use their respective commercially reasonable efforts to take, or cause to be taken, all actions and make all such filings and submissions, and obtain such authorizations, which are necessary or advisable in order to (i) fulfil their respective obligations under this Agreement; and (ii) assist with the satisfaction of and ensure all conditions for the benefit of the other Party provided for in Section 10.2, Section 10.3 and Section 10.4 are satisfied.

Section 9.3 Access.

Subject to applicable Laws, the Vendor shall (i) upon reasonable notice, permit the Purchaser and its employees, agents, counsel, accountants or other representatives, to have reasonable access during normal business hours to (A) the Purchased Assets, including all books and records whether retained by the Vendor or otherwise, (B) all contracts and leases to which the Vendor is a party, (C) personnel files relating to the employees of the Vendor (which shall be maintained in strict confidence by the Purchaser and only used for the purpose of considering and/or making employment offers to employees), and (D) the senior personnel of the Vendor, so long as the access does not unduly interfere with the ordinary conduct of the Business; and (ii) furnish to the Purchaser or its employees, agents, counsel, accountants or other such representatives such financial and operating data and other

ARTICLE 10
SALES PROCESS AND CONDITIONS OF CLOSING

Section 10.1 Sales Process

- (a) The Vendor shall bring a motion for the Sales Process Order on or before January 22, 2021. The Sales Process Order shall recognize the within offer by the Purchaser and Purchase Price as a baseline or "stalking horse bid" (the "**Stalking Horse Bid**"). The Purchaser acknowledges and agrees that the aforementioned process is in contemplation of determining whether a Qualified Bid (in addition to the Stalking Horse Bid) can be obtained for the Purchased Assets.
- (b) In the event that one or more Persons submits a Qualified Bid on or before the Bid Deadline, the Proposal Trustee shall conduct an auction for the determination and selection of a Winning Bid (the Person submitting such bid being the "**Winning Bidder**"). Upon the selection of the Winning Bidder, there shall be a binding agreement of purchase and sale between the Winning Bidder and the Vendor (subject to Court approval). The Vendor shall forthwith bring a motion following the selection of the Winning Bidder for an order approving the agreement reached with the Winning Bidder and to vest the purchased assets contemplated by such agreement in the Winning Bidder and, if granted, shall proceed with closing the transaction forthwith.
- (c) Notwithstanding anything contained herein to the contrary, in the event that the Purchaser is not the Winning Bidder, then upon the making of the order by the Court contemplated in Section 10.1(b) above to approve a transaction with such Winning Bidder, this Agreement shall be terminated and neither Party hereto shall have any further Liability or obligation, except as expressly provided for in this Agreement.
- (d) If no Qualified Bids are received by the Bid Deadline (other than the Stalking Horse Bid), then the Stalking Horse Bid shall be deemed to be the Winning Bid, and the Vendor shall forthwith bring a motion to the Court to obtain the Approval and Vesting Order and, if granted, shall proceed with completing the transactions contemplated hereby forthwith.

Section 10.2 Conditions for the Benefit of both Parties.

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed on or before the Closing Date:

- (1) **No Court Orders.** No provision of any applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the purchase of the Purchased Assets pursuant to this Agreement shall be in effect;

- (2) **Approval and Vesting Order.** The Approval and Vesting Order shall have been issued and entered and shall not have been stayed, amended, modified, reversed or dismissed as at the Closing Date; and
- (3) **Proceedings by Governmental Authority.** No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the transactions contemplated by this Agreement.

Section 10.3 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed on or before the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (1) **Representations and Warranties.** The representations and warranties of the Vendor contained in this Agreement shall be true and correct as of the Closing Date in all material respects, with the same force and effect as if such representations and warranties had been made on and as of such date;
- (2) **Covenants.** The Vendor shall have fulfilled or complied with all covenants contained in this Agreement required to be fulfilled or complied with by it in all material respects at or prior to the Closing Date, including delivery by the Vendor of the documents and instruments contemplated by Section 11.2;
- (3) **No Bankruptcy.** The Vendor shall not be and shall not have become a bankrupt under the BIA;
- (4) **Consents.** The Vendor shall have obtained consents from the counterparties to the Consent Required Contracts that have been designated as Assigned Contracts from the counterparties to those agreements and shall have delivered such consents to the Purchaser; and
- (5) **Assignment Order.** The Assignment Order, if requested by the Purchaser, shall have been issued and entered in form and substance satisfactory to the Purchaser.

Section 10.4 Conditions for the Benefit of the Vendor.

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed on or before the Closing Date, which are for the exclusive benefit of the Vendor and which may be waived, in whole or in part, by the Vendor in its sole discretion:

- (1) **Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date in all material respects, with the same force and effect as if such representations and warranties had been made on and as of such date; and

- (2) **Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement required to be fulfilled or complied with by it in all material respects at or prior to the Closing Date, including delivery by the Purchaser of the documents and instruments contemplated by Section 11.3.

ARTICLE 11 CLOSING

Section 11.1 General.

- (1) The completion of the transactions of purchase, sale and assumption contemplated by this Agreement (the “**Closing**”) shall take place electronically on the Closing Date.
- (2) As soon as practicable following the determination that this Agreement is the Winning Bid pursuant to the Stalking Horse Sales Process, the Vendor shall file motion materials seeking the issuance of the Approval and Vesting Order, provided that the Purchaser has had a reasonable opportunity to review and comment upon such materials, acting reasonably, in advance of filing with the Court. The Vendor shall serve notice of the motion seeking the issuance and entry of the Approval and Vesting Order on all Persons determined reasonably necessary by the Purchaser and shall provide reasonable advance notice of any Court appearances so that the Purchaser may make arrangements to attend if it so desires.
- (3) The Parties hereby acknowledge and agree that the Proposal Trustee shall be entitled in accordance with the Approval and Vesting Order to file a certificate, substantially in the form attached to the Approval and Vesting Order (the “**Proposal Trustee’s Certificate**”), with the Court upon receiving written confirmation from the Vendor and the Purchaser that all conditions of Closing have been satisfied or waived.

Section 11.2 Vendor’s Closing Deliveries.

At the Closing, the Vendor shall execute and/or deliver or cause to be delivered to the Purchaser the following:

- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (b) a true and complete copy of the Approval and Vesting Order, as entered by the Court;
- (c) if requested by the Purchaser, a true and complete copy of the Assignment Order, as entered by the Court;
- (d) true and complete copies of the Assigned Contracts to which the Vendor is a party, to the extent not delivered prior to Closing;
- (e) such executed Tax elections as are required pursuant to Article 6;

- (f) an executed assignment and assumption agreement evidencing the assumption by the Purchaser of the Assumed Liabilities;
- (g) a true and complete copy of the Proposal Trustee's Certificate executed by the Proposal Trustee (such Proposal Trustee's Certificate to be filed with the Court by the Proposal Trustee following Closing and a copy of such filed Proposal Trustee's Certificate shall be delivered to the Purchaser promptly thereafter); and
- (h) any other documents necessary or desirable in the opinion of the Purchaser, acting reasonably.

Section 11.3 Purchaser's Closing Deliveries.

At the Closing, the Purchaser shall execute and/or deliver or cause to be delivered to the Vendor, or as the Vendor may direct, the following:

- (a) the payments contemplated by Section 5.2(a), Section 5.2(b), Section 5.2(c) and Section 5.2(d);
- (b) evidence of payment of any applicable Transfer Taxes;
- (c) such executed Tax elections as are required pursuant to Article 6;
- (d) an executed assignment and assumption agreement evidencing the assumption by the Purchaser of the Assumed Liabilities; and
- (e) any other documents necessary or desirable in the opinion of the Vendor, acting reasonably.

ARTICLE 12 TERMINATION

Section 12.1 Termination of Agreement.

This Agreement may by notice in writing given prior to or on the Closing Date be terminated:

- (a) by mutual consent of the Vendor and the Purchaser;
- (b) by either Party upon written notice to the other Party if the conditions set out in Section 10.2 are not satisfied performed or mutually waived on or before the Outside Date;
- (c) by the Purchaser or the Vendor if the Approval and Vesting Order, once granted, shall have been amended or modified in a manner adverse to such Party, or if it is stayed, reversed, dismissed or ceases to be in full force and effect;

- (d) by the Purchaser if the Assignment Order, if requested and once granted, shall have been amended or modified in a manner adverse to the Purchaser, or if it is stayed, reversed or ceases to be in full force and effect;
- (e) automatically if the Closing has not occurred by 11:59 p.m. on the Outside Date.

Section 12.2 Effect of Termination.

- (1) In the event that the Agreement is terminated in accordance with Section 12.1, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement, effective as of the date of such termination and such termination shall be without Liability to the Purchaser and the Vendor, including without limitation in respect of any Liabilities accrued from the date of execution of this Agreement to the date of termination.
- (2) Under no circumstances shall either of the Parties, their representatives or their respective directors, officers, employees or agents be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the transactions contemplated herein.

Section 12.3 Dispute Resolution.

If any dispute arises with respect to any matter related to the transactions contemplated herein or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct.

ARTICLE 13 MISCELLANEOUS

Section 13.1 Notices.

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a “**Notice**”) must be in writing, sent by personal delivery, courier or electronic mail and addressed:

- (a) to the Vendor:

Allied Track Services Inc.
169 S Service Rd,
Grimsby, ON L5M 4H6

Attention: Andy Jones
Email: andy.jones@alliedtrack.ca

with a copy to Vendor’s counsel:

Bennett Jones LLP
100 King Street West, Suite 3400
Toronto, ON M5X 1A5

Attention: Sean Zweig and Jesse Mighton
Email: zweigs@bennettjones.com
mightonj@bennettjones.com

with a copy to the Proposal Trustee:

KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com

with a copy to the Proposal Trustee's counsel:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, ON M5L 1A9

Attention: Chris Burr
Email: chris.burr@blakes.com

(b) to the Purchaser:

Bridging Finance Inc.
77 King Street West, Suite 2925
Toronto, ON M5K 1K7

Attention: Graham Marr, Senior Managing Director
Email: gmarr@bridgingfinance.ca

with a copy to Purchaser's counsel:

Chaitons LLP
5000 Yonge Street
Toronto, ON M2N 7E9

Attention: Harvey Chaiton and Seth Mandell
Email: harvey@chaitons.com
seth@chaitons.com

A Notice is deemed to be given and received if sent by personal delivery, courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

Section 13.2 Assignment.

Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any Party without the prior written consent of the other Parties. Notwithstanding the foregoing, on Closing the Purchaser shall be entitled to direct title to any of the Purchased Assets to one or more Persons provided that such persons shall agree to be jointly and severally liable with the Purchaser in respect of its liabilities and obligations under this Agreement.

Section 13.3 Survival.

Any provision of this Agreement which contemplates performance or the existence of obligations after the Closing Date shall not be deemed to be merged into or waived by the execution, delivery or performance of this Agreement or documents delivered in connection herewith or Closing, but shall expressly survive the execution, delivery and performance of this Agreement, Closing and the execution, delivery and performance of any and all documents delivered in connection with this Agreement and shall be binding upon the Party or Parties obligated thereby (including any trustee-in-bankruptcy appointed in respect of such Party) in accordance with the terms of this Agreement.

Section 13.4 Time of the Essence.

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser.

Section 13.5 Enurement.

This Agreement becomes effective when executed by the Vendor and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns.

Section 13.6 Entire Agreement.

This Agreement and the other documents executed in connection herewith constitutes the entire agreement between the Parties with respect to the transactions contemplated in this Agreement and supersede all prior agreements, understandings,

negotiations and discussions, whether oral or written, of the Parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 13.7 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

Section 13.8 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendor and the Purchaser.

Section 13.9 Further Assurances.

- (1) From the Closing Date, each of the Parties covenants and agrees to do such things, to attend such meetings and to execute such further conveyances, transfers, documents and assurances as may be deemed necessary or advisable from time to time in order to effectively transfer the Purchased Assets, the Assumed Liabilities and the Contract Assumed Liabilities to the Purchaser and carry out the terms and conditions of this Agreement in accordance with their true intent.
- (2) Notwithstanding Section 13.9(1) or anything else contained in this Agreement, after Closing the Vendor shall not be required to delay making an assignment in bankruptcy under the BIA if it determines, in its sole discretion, to do so.

Section 13.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 13.11 Governing Law.

This Agreement is governed by, and will be interpreted and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

Section 13.12 Jurisdiction.

The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising under or related to this Agreement.

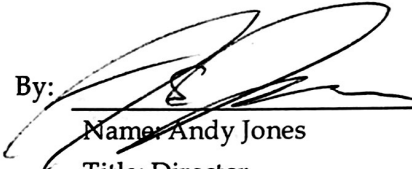
Section 13.13 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first written above.

ALLIED TRACK SERVICES INC.

By: 

Name: Andy Jones

Title: Director

2806401 ONTARIO INC.

By: 

Name: Graham Marr

Title:

Schedule "A"

Stalking Horse Sales Process

See attached.

Schedule "B"

Material Contracts

See attached.

Schedule "C"

Sales Process Order

See attached.

Schedule "D"

Unions

See attached.

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ALLIED TRACK SERVICES INC.,
A CORPORATION INCORPORATED UNDER THE LAWS OF ONTARIO**

Estate/Court File No.: _____

***ONTARIO*
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST**

Proceedings commenced in Toronto

AFFIDAVIT OF ANDREW STUART JONES

BENNETT JONES LLP

One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Sean Zweig (LSO# 57307I)

Jesse Mighton (LSO# 62291J)

Joshua Foster (LSO# 79447K)

Tel: 416-863-1200

Fax: 416-863-1716

Lawyers for the Applicant

TAB 3

Estate/Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST

THE HONOURABLE MR.

)

FRIDAY, THE 22nd

JUSTICE HAINEY

)

DAY OF JANUARY, 2021

)

IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF ALLIED TRACK SERVICES INC., A CORPORATION
INCORPORATED UNDER THE LAWS OF ONTARIO**

ORDER

THIS MOTION, made by Allied Track Services Inc. (the "**Applicant**") for an order pursuant to the *Bankruptcy and Insolvency Act* (Canada) R.S.C. 1985, c. C-36, as amended (the "**BIA**") was heard this day via video conference as a result of the COVID-19 pandemic.

ON READING the Notice of Motion, the affidavit of Andrew Stuart Jones sworn January 21, 2021 and the Exhibits thereto (the "**Jones Affidavit**"), filed, the First Report of KSV Restructuring Inc. in its capacity as Proposal Trustee (the "**Proposal Trustee**"), dated January 21, 2021 (the "**First Report**"), filed, and on reading the Applicant's cash-flow statement, appended to the First Report, and on being advised that the secured creditors of the Applicant who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel to the Applicant, counsel for the Proposal Trustee, counsel for Bridging Finance Inc. ("**Bridging**"), and such other counsel appearing on the counsel slip, no one appearing for any other party although duly served as appears from the affidavit of service of Joshua Foster sworn January 21, 2021;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the First Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

EXTENSION OF TIME TO MAKE A PROPOSAL

2. **THIS COURT ORDERS** that the time within which to make a proposal pursuant to section 62(1) of the BIA and the corresponding stay of proceedings provided for in section 69 of the BIA, be and are hereby extended in accordance with section 50.4(9) of the BIA to and including April 6, 2021.

SALE PROCESS

3. **THIS COURT ORDERS** that the sale and investment solicitation process (the "**SISP**") and corresponding bid and auction procedures in the form attached hereto as Schedule "A" (the "**Bid Procedures**") are hereby approved. The Proposal Trustee, the Applicant and their advisors, are hereby authorized to perform their obligations under and in accordance with the SISP and the Bid Procedures and to take such further steps as they consider necessary or desirable in carrying out the SISP and the Bid Procedures, subject to prior approval of this Court being obtained before completion of any transaction(s) under the SISP.

4. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Proposal Trustee, the Applicant and each of their respective representatives are hereby authorized and permitted to disclose and transfer to each potential bidder (the "**Potential Bidders**") and to their representatives, if requested by such Potential Bidders, personal information of identifiable individuals, including, without limitation, all human resources and payroll information in the Applicant's records pertaining to the Applicant's past and current employees, but only to the extent desirable or required to negotiate or attempt to complete a sale pursuant to the SISP (a "**Sale**"). Each Potential Bidder or representative 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 for the purpose of effecting a Sale, and if it does not complete a Sale, shall return all such information to the Proposal Trustee, or in the

alternative destroy all such information and provide confirmation of its destruction if requested by the Proposal Trustee.

STALKING HORSE AGREEMENT

5. **THIS COURT ORDERS** that the Applicant's execution of the Stalking Horse Agreement between the Applicant, as vendor, and 2806401 Ontario Inc., as purchaser (in such capacity, the "**Purchaser**"), dated January 21, 2021 (the "**Stalking Horse Agreement**") and attached to the Jones Affidavit as Exhibit "R" is hereby authorized and approved, with such minor amendments as the Applicant (with the consent of the Proposal Trustee) and the Purchaser may agree to in writing, and the bid made by the Purchaser pursuant to the Stalking Horse Agreement is hereby approved as the stalking horse bid (the "**Stalking Horse Bid**"), provided that nothing herein approves the sale and vesting of the assets to the Purchaser pursuant to the Stalking Horse Agreement and that the approval of the sale and vesting of such assets shall be considered by this Court on a subsequent motion made to this Court following completion of the SISP if the Stalking Horse Bid is the Successful Bid (as defined in the Bid Procedures).

CASH MANAGEMENT

6. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the cash management system currently in place as described in the Jones Affidavit or, with the consent of the Proposal Trustee and the DIP Lender (as defined below), replace it with a substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as defined below) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor with regard to any claims or expenses it may suffer or incur in connection with the provisions of the Cash Management System.

ADMINISTRATION CHARGE

7. **THIS COURT ORDERS** that that the Proposal Trustee, the Proposal Trustee's counsel, and the Applicant's counsel, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings, both before and after the making of this Order. The Applicant is hereby authorized to pay the accounts of the Proposal Trustee, the Proposal Trustee's counsel and the Applicant's counsel on a weekly basis, provided that the accounts of the Proposal Trustee and the Proposal Trustee's counsel as paid are passed from time to time, and for this purpose the accounts are hereby referred to a judge of the Ontario Superior Court of Justice (Commercial List) at Toronto, Ontario.

8. **THIS COURT ORDERS** that the Proposal Trustee, the Proposal Trustee's counsel and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the current and future assets, undertakings and properties of the Applicant of every nature and kind whatsoever (including all real and personal property), and wherever situate including all proceeds thereof (collectively, the "**Property**"), which charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 19 and 21 herein.

DIP FINANCING

9. **THIS COURT ORDERS** that the execution by the Applicant of the DIP Term Sheet (as defined below) is hereby approved, and the Applicant is hereby authorized and empowered to perform its obligations under the DIP Term Sheet and to obtain and borrow under the DIP Term Sheet among the Applicant, as borrower, and Bridging as lender (in such capacity, the "**DIP Lender**"), in order to finance the Applicant's working capital requirements (including those of its operating facilities), and other general corporate purposes and capital expenditures, provided that borrowing under such credit facility shall not exceed \$3,000,000.

10. **THIS COURT ORDERS** that such credit facility shall be on substantially the terms and subject to the conditions set forth in the DIP Term Sheet dated January 21, 2021, and attached as Exhibit "B" to the Jones Affidavit (the "**DIP Term Sheet**"), together with such modifications as may be agreed upon by the Applicant and the DIP Lender and consented to by the Proposal Trustee.

11. **THIS COURT ORDERS** that the Applicant and the DIP Lender are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (such documents, together with the DIP Term Sheet, collectively, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof together with such modifications as may be agreed upon by the Applicant and the DIP Lender and consented to by the Proposal Trustee, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

12. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$3,000,000, and which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 19 and 21 herein.

13. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge: (i) the DIP Lender may cease making advances to the Applicant, and (ii) the DIP Lender may make demand, accelerate payment and give other notices, and upon three (3) days' notice to the Applicant and the Proposal Trustee, exercise any and all of their rights and remedies against the Applicant or the Property under or pursuant to the Definitive Documents, including, without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant and not have to wait ten (10) days to bring such a motion pursuant to section 243 of the BIA; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

14. **THIS COURT ORDERS AND DECLARES** that all claims of the DIP Lender pursuant to the Definitive Documents are not claims that may be compromised pursuant to any proposal filed by the Applicant or any plan filed by the Applicant under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "CCAA"), without the consent of the DIP Lender and, except as contemplated in the Definitive Documents, the DIP Lender shall be treated as unaffected in any proposal or plan or other restructuring with respect to any obligations outstanding to the DIP Lender under or in respect of the Definitive Documents.

15. **THIS COURT ORDERS** that except to the extent contemplated by the Definitive Documents, the Applicant shall not file a proposal or plan in these proceedings or proceed with any other restructuring that does not provide for the indefeasible payment in full in cash of the obligations outstanding under the Definitive Documents as a pre-condition to the implementation of any such proposal or plan or any other restructuring without the prior written consent of the DIP Lender.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

16. **THIS COURT ORDERS** that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings provided that the occurrence giving rise to the indemnified obligations and liabilities shall have occurred after the effective time of this Order, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

17. **THIS COURT ORDERS** that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,500,000, as security for the indemnity provided in paragraph 16 of this Order. The Directors' Charge shall have the priority set out in paragraphs 19 and 21 herein.

18. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary: (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 16 of this Order.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

19. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge and the DIP Lenders' Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First - Administration Charge (up to the maximum amount of \$500,000);

Second - Directors' Charge (up to the maximum amount of \$1,500,000); and

Third - DIP Lenders' Charge (up to the maximum amount of \$3,000,000).

20. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

21. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") notwithstanding the order of perfection or attachment.

22. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that ranks in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains

the prior written consent of the Proposal Trustee and the chargees entitled to the benefit of such Charges (collectively, the "**Chargees**"), or further Order of this Court.

23. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

24. **THIS COURT ORDERS** that any of the Charges created by this Order over leases of real property in Canada shall only be a charge in the Applicant's interest in such real property leases.

ADDITIONAL PROTECTIONS

25. **THIS COURT ORDERS** that nothing herein contained shall require the Proposal Trustee 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 Proposal Trustee from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Proposal Trustee shall not, as a result of this Order or anything done in pursuance of the Proposal Trustee'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.

26. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal shall be commenced or continue against the Proposal Trustee except with the written consent of the Proposal Trustee or with leave of this Court.

27. **THIS COURT ORDERS** that the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee under the BIA or any applicable legislation.

PAYMENT FOR PRE-FILING GOODS AND SERVICES

28. **THIS COURT ORDERS** that the Applicant, with the consent of the Proposal Trustee and the DIP Lender, shall be entitled but not required to pay amounts owing for goods and services supplied to the Applicant prior to the date of this Order by any supplier or other Person with whom the Applicant deals with in the ordinary course of business.

SERVICE AND NOTICE

29. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of

documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a case website shall be established in accordance with the Protocol with the following URL – <https://www.ksvadvisory.com/insolvency-cases/case/Allied-Track-Services>.

30. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable (including, without limitation, due to COVID-19), the Applicant and the Proposal Trustee are 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 Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant 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.

31. **THIS COURT ORDERS** that the Applicant and the Proposal Trustee and each of their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

32. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

33. **THIS COURT ORDERS** that the Applicant or the Proposal Trustee may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties under this Order or in the interpretation or application of this Order.

34. **THIS COURT ORDERS** that nothing in this Order shall prevent the Proposal Trustee from acting as an interim receiver, receiver, receiver and manager, or trustee in bankruptcy of the Applicant or the Property or acting as monitor if the proceeding is continued under the CCAA.

35. **THIS COURT REQUESTS** the aid and recognition of any court or any judicial, regulatory, or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory, or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States and the states of other subdivisions of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

36. **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 Applicant, the Proposal Trustee, the DIP Lender and any other party or parties likely to be affected by the Order sought or upon such other notice as this Court may order.

37. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order whether or not this Order is formally entered.

SCHEDULE "A"

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
ALLIED TRACK SERVICES INC., A CORPORATION INCORPORATED UNDER
THE LAWS OF ONTARIO**

Bid Procedures

On January 21, 2021 Allied Track Services Inc. ("**Allied Track**") filed a notice of intention to make a proposal (the "**NOI**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"). KSV Restructuring Inc. was named as the proposal trustee under the NOI (in such capacity, the "**Proposal Trustee**").

On January 22, 2021, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an order (the "**Order**") pursuant to the BIA, among other things: authorizing Allied Track to conduct a sale and investment solicitation process (the "**SISP**"); approving an interim financing facility pursuant to subsection 50.6(1) of the BIA (the "**DIP Facility**"); approving and accepting for the purpose of conducting the SISP the asset purchase agreement dated January 21, 2021 (the "**Stalking Horse Bid**") between Allied Track and 2806401 Ontario Inc., a nominee of Bridging Finance Inc. ("**Bridging**" and the stalking horse bidder entity, in such capacity, the "**Stalking Horse Bidder**"); and approving the Bid Procedures (as defined below).

Set forth below are the bid procedures (the "**Bid Procedures**") to be employed with respect to the sale of Allied Track's and Pittsburg Bottom Line LLC's ("**Bottom Line**", and together with Allied Track, the "**Vendors**") assets, interests, undertakings, and shares (in the case of Bottom Line), pursuant to the Court-approved SISP.

Subject to Court availability and the terms hereof, Allied Track shall bring a motion (the "**Approval and Vesting Order Motion**") on or before March 5, 2021 seeking the granting of an order by the Court (the "**Approval and Vesting Order**") authorizing Allied Track to proceed with the sale of the Vendors' Assets or a portion thereof to the Qualified Bidder making the Successful Bid (each as defined below) (the "**Successful Bidder**").

Key Dates

January 25, 2021	Delivery of Teaser Letter and sales packages
January 25, 2021	Confidential data – site to be established
February 24, 2021 at 5:00 p.m. (Eastern Time)	Bid Deadline – due date for bids and deposits
February 26, 2021 at 5:00 p.m. (Eastern Time)	Proposal Trustee to provide the Stalking Horse Bidder and each Qualified Bidder a schedule setting forth either or both (i) the highest or otherwise best fully binding offer for all of the Vendors' Assets and (ii) the highest or otherwise best fully binding offer(s) for all or any combination of the Vendors' Assets
March 1, 2021 at 10:00 a.m. (Eastern Time)	Auction (if any)
March 5, 2021 (Eastern Time) (pending the Court's availability)	Approval and Vesting Order hearing (no Auction)
March 10, 2021 (Eastern Time) (pending the Court's availability)	Approval and Vesting Order hearing

Solicitation of Interest: Notice of the SISP and Bid Procedures

As soon as reasonably practicable, but in any event no later than January 25, 2021:

- a) the Proposal Trustee, with the assistance of the Vendors, will prepare a list of potential bidders who may be interested in acquiring the Vendors' Assets in whole or in part (collectively, "**Known Potential Bidders**");
- b) the Proposal Trustee will arrange for a notice of the SISP (and such other relevant information the Proposal Trustee considers appropriate) to be published as soon as reasonably practicable after the date hereof in *The Globe and Mail (National Edition)* and any other newspaper or journal as the Proposal Trustee considers appropriate, if any; and
- c) the Proposal Trustee, in consultation with the Vendors, will prepare: (i) a process summary (the "**Teaser Letter**") describing the Vendors' Assets, outlining the Bid Procedures and inviting recipients of the Teaser Letter to express their interest pursuant to the Bid Procedures; and (ii) a non-disclosure agreement in form and substance satisfactory to the Vendors (an "**NDA**").

The Proposal Trustee will send the Teaser Letter and NDA to each Known Potential Bidder by no later than January 25, 2021 and to any other party who requests a copy of the Teaser Letter and NDA or who is identified by the Vendors as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

Assets to Be Sold En Bloc or Piecemeal

The Vendors are offering for sale: (i) the assets, undertakings and interests of or shares in Bottom Line (the "**Bottom Line Assets**"); and (ii) the assets, undertakings and interests of Allied Track (the "**Allied Track Assets**", and together with the Bottom Line Assets, the "**Vendors' Assets**").

The Vendors will consider (i) a bid for all of the Vendors' Assets (an "**En Bloc Bid**"); or (ii) separate bids to acquire some but not all of the Vendors' Assets, including, without limitation, bids to acquire solely the Allied Track Assets or a portion thereof (each a "**Piecemeal Bid**"), provided that the Vendors will only consider Piecemeal Bids if a combination of one or more Piecemeal Bids in the aggregate meet the requirements to be a Qualified Bid (as defined below). The Proposal Trustee will be responsible for conducting the SISP and an auction (the "**Auction**"), if any, on behalf of the Vendors. The Vendors' preferred transaction structure is an En Bloc Bid.

Although the Vendors are seeking bids to purchase some or all of the Vendors' Assets, the Vendors will also consider a bid that contemplates a plan of restructuring, recapitalization or other form of reorganization of the business and affairs of the Vendors, as a going concern or a NOI proposal (an "**Investment Bid**"), provided that an Investment Bid will only be considered a Qualified Bid if it: (i) provides for the indefeasible payment in full of the amounts owing to Bridging or any affiliate or subsidiary thereof, or such lesser amount acceptable to Bridging, including without limitation the secured indebtedness owing to Bridging or any affiliate or subsidiary thereof, or

such lesser amount acceptable to Bridging, on or before the Outside Date (as defined in the Stalking Horse Bid) regardless of the timeline for such Investment Bid; (ii) has conditions that, in the reasonable opinion of the Vendors and the Proposal Trustee, are likely to be satisfied; and (iii) includes a fully-funded commitment to provide any additional interim financing required by the Vendors to complete all steps required to implement such Investment Bid, any security in respect of such financing to be subordinate to the Administration Charge, Directors' Charge and DIP Lender's Charge (each as defined in the Order).

The Bidding Process

The Proposal Trustee, in consultation with the Vendors, shall be responsible for the marketing and sale of the Vendors' Assets pursuant to the Bid Procedures. The Proposal Trustee, with the consent of the Vendors, shall have the right to adopt such other rules for the Bid Procedures (including rules that may depart from those set forth herein) that in its reasonable business judgment will better promote the goals of the SISP, *provided, however*, that the adoption of any rule that materially deviates from the Bid Procedures shall require the prior written consent of the Stalking Horse Bidder or a further Order of the Court.

Participation Requirements

Any interested party that wishes to participate in the process detailed by these Bid Procedures (a "**Potential Bidder**") must provide to the Proposal Trustee:

- a) an NDA executed by it, which shall enure to the benefit of any purchaser of the Vendors' Assets, or any portion thereof, and
- b) a letter setting forth the identity of the Potential Bidder, and the contact information for such Potential Bidder.

To be a "**Qualified Bidder**", a Potential Bidder must submit a bid in substantially the same form as the Stalking Horse Bid, providing for a cash purchase price of the Purchase Price (as defined in the Stalking Horse Bid) (approximately CAD\$104.873 million), or such lesser amount otherwise acceptable to Bridging, and satisfy the Required Bid Terms and Materials (as defined below). Any bid meeting these criteria that is received by the Proposal Trustee before the Bid Deadline is a qualified bid ("**Qualified Bid**").

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written copies of its bid and the Required Bid Terms and Materials to the Proposal Trustee no later than 5:00 p.m. (Eastern Time) on February 24, 2021 (the "**Bid Deadline**"). Written copies of bids and the Required Bid Terms and Materials shall be delivered by the Bid Deadline by email to the Proposal Trustee:

KSV Restructuring Inc. 150 King Street West, Suite 2308
Toronto, Ontario, M5H 1J9
Attention: Eli Brenner
Email: ebrenner@ksvadvisory.com

The Proposal Trustee shall forthwith provide copies of any bids received to the Vendors and Bridging.

Interested parties requesting information about the bid process, should contact the Proposal Trustee at the address noted above.

Bid Requirements

All bids (other than the Stalking Horse Bid) must include the following requirements, unless such requirement is waived by the Proposal Trustee after consultation with the Vendors and Bridging (collectively, the "**Required Bid Terms and Materials**"):

- a) the identity of each entity or person and representatives thereof who are authorized to appear and act on behalf of the bidder for all purposes regarding the transaction;
- b) a base cash purchase price equal to or greater than (the "**Base Purchase Price**"):
 - (i) the Purchase Price (being approximately CAD\$104.773 million) and CAD\$100,000 bid increment; or
 - (ii) such lesser amount otherwise acceptable to Bridging;
- c) a description of the Vendors' Assets to be included in the transaction, including, without limitation, a description of which, if any, of the Bottom Line Assets (including any shares) are expected to be included in the transaction and an allocation of the Base Purchase Price to such Bottom Line Assets;
- d) a provision stating that the Potential Bidder's offer is irrevocably open for acceptance until the earlier of (i) the date that the Vendors' Assets have been sold pursuant to the closing of the transaction(s) approved by the Court; and (ii) the Outside Date;
- e) there shall be no provision making the Potential Bidder's offer conditional on obtaining financing or any internal approval or on the outcome of unperformed due diligence or any other contingencies more burdensome than those set forth in the Stalking Horse Agreement;

- f) a duly authorized and executed copy of a proposed purchase agreement and a redline of the bidder's proposed purchase agreement reflecting variations from the Stalking Horse Bid (the "**Modified APA**");
- g) there shall be no provision within the Modified APA requesting or entitling the Potential Bidder to any termination or break-up fee, expense reimbursement or similar type of payment;
- h) written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow the Proposal Trustee and the Vendors to make a determination as to the bidder's financial and other capabilities to consummate the proposed transaction;
- i) an assumption of liabilities and other economic terms pursuant to the Modified APA that are at least as favorable in the aggregate as those in the Stalking Horse Agreement; and
- j) a cash deposit in the amount of not less than ten percent (10%) of the amount of the Base Purchase Price, in the form of a wire transfer, certified cheque or such other form acceptable to the Proposal Trustee, acting reasonably (the "**Bid Deposit**"), which shall be held in a trust account established by the Proposal Trustee (the "**Escrow Account**"). Funds shall be disbursed from the Escrow Account only as follows: (i) if the Qualified Bidder is the Successful Bidder, its Bid Deposit will be disbursed in accordance with its binding transaction agreement; and (ii) if the Qualified Bidder is not the Successful Bidder, then its Bid Deposit shall be returned to it, without interest, forthwith following the expiration of its offer (which in the case of the Back-Up Bid (as defined below) shall be following closing of the sale to the Successful Bidder).

For the purposes of these Bid Procedures, the Proposal Trustee shall provide all Potential Bidders with an estimate of the anticipated amount owing under the DIP Facility as of the Closing Date (as defined in the Stalking Horse Bid), provided however that the Successful Bidder must agree to adjust its bid (either higher or lower) to reflect the actual amount owing under the DIP Facility on Closing.

A bid received from a Potential Bidder that includes all of the Required Bid Terms and Materials and has been received by the Bid Deadline is a "Qualified Bid". The Proposal Trustee shall notify each Potential Bidder with respect to whether it has submitted a Qualified Bid as soon as practicable after the Bid Deadline. In consultation with the Vendors and Bridging, the Proposal Trustee may waive compliance with any one or more of the Required Bid Terms and Materials and deem such non-compliant bid to be a Qualified Bid.

The Proposal Trustee shall review the Qualified Bids and shall recommend to the Vendors and Bridging which Qualified Bid is the best offer, if any. The Vendors, in consultation with the Proposal Trustee, reserve the right to determine the value of any Qualified Bid, and which Qualified Bid will constitute the lead bid in the Auction (such Qualified Bid, the "**Lead Bid**"). Details of the Lead Bid will be provided by the Proposal Trustee to all Qualified Bidders after the Bid Deadline and no later than 5:00p.m. (Eastern Time) two (2) days before the date scheduled for the Auction.

Notwithstanding the Required Bid Terms and Materials detailed above, the Stalking Horse Bid shall be deemed to be a Qualified Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Bidder, however the Stalking Horse Bidder shall not participate in the Auction, if any.

If no Qualified Bids are submitted by the Bid Deadline other than the Stalking Horse Bid, the Stalking Horse Bid shall be deemed to be the Successful Bid, and the SISF shall not proceed to an Auction. If only one Qualified Bid is submitted by the Bid Deadline, other than the Stalking Horse Bid, the SISF shall not proceed to an Auction, and the Vendors and Bridging, in consultation with the Proposal Trustee, may engage with such Qualified Bidder to negotiate a binding offer, which offer, subject to acceptance by the Vendors, in consultation with the Proposal Trustee and Bridging, shall be the Successful Bid.

The Sale and Auction Process

If more than one Qualified Bid (other than that submitted by the Stalking Horse Bidder) has been received by the Proposal Trustee on or before the Bid Deadline, the Proposal Trustee shall advise all Qualified Bidders of the Lead Bid and invite all Qualified Bidders (including the Stalking Horse Bidder) to participate in the Auction to be conducted by the Proposal Trustee in accordance with the Auction Procedures attached hereto as Schedule "A" (the "**Auction Procedures**"). The Auction will be conducted by video conference due to the COVID-19 pandemic.

Determination of Highest and/or Best Bid: The Proposal Trustee shall determine after each round of offers in the Auction, in its reasonable business judgment, the best bid and shall recommend such bid to the Vendors and Bridging as the Lead Bid for the following round. In making such determination, the Proposal Trustee, the Vendors and Bridging may consider, without limitation: (i) the amount and nature of the consideration; (ii) the proposed assumption of liabilities, if any, and the related implied impact on recoveries for creditors; (iii) the ability of the Qualified Bidder in question to close the proposed transaction; (iv) the proposed closing date and the likelihood, extent and impact of any potential delays in closing; (v) any purchase price adjustment; (vi) the net economic effect of any changes made to the Stalking Horse Bid; and (vii) such other considerations as the Proposal Trustee, the Vendors or Bridging deem relevant in their reasonable business judgment. At the end of each round of offers, the Proposal Trustee shall advise the Qualified Bidders of the material terms of the then highest and/or best bid, and the basis for

calculating the total consideration offered in such offer. If at the end of any round of bidding a Qualified Bidder has elected not to submit a further bid meeting the criteria set out herein (including the Minimum Overbid Increment (as defined in the Auction Procedures)), then such Qualified Bidder shall not be entitled to continue to participate in the next round of offers or in any subsequent round.

If only one Qualified Bid is submitted after a round of offers then that Qualified Bid shall be the Successful Bidder. The next highest offer, as determined by the Vendors based on the Proposal Trustee's recommendation (the "**Back-up Bid**"), shall be required to keep its offer open and available for acceptance until the closing of the Court-approved sale of the Vendors' Assets to the Successful Bidder.

Notwithstanding the foregoing, Bridging shall retain the discretion to not accept any Qualified Bid that does not provide for cash repayment in full of the secured debt owing to Bridging and any affiliate or subsidiary thereof.

Highest versus Best Offer

In determining the Lead Bid, the highest and/or best sale offer during each round of offers, and the Successful Bid, the Proposal Trustee and the Vendors, in consultation with Bridging, are not required to select the offer with the highest purchase price and may, exercising their reasonable business judgment, select another offer on the basis that it is the best offer even though not the highest purchase price. Without limiting the foregoing, the Proposal Trustee and the Vendors, in consultation with Bridging, may give such weight to the non-monetary considerations as they determine, exercising their reasonable business judgment, are appropriate and reasonable, including those considerations described above under "Determination of the Highest and/or Best Bid".

Acceptance of Qualified Bids

The sale of the Vendors' Assets to any Successful Bidder by the Vendors is expressly conditional upon the approval of such bid (the "**Successful Bid**") by the Court at the hearing of the Approval and Vesting Order Motion. The presentation of the Successful Bid to the Court for approval does not obligate the Vendors to close the transaction contemplated by such Successful Bid unless and until the Court approves the Successful Bid. The Vendors will be deemed to have accepted a bid only when the bid has been approved by the Court at the hearing on the Approval and Vesting Order Motion.

"As Is, Where Is, With All Faults"

The sale of the Vendors' Assets or any portion thereof shall be on an "as is, where is" and "with all faults" basis and without representations, warranties, or guarantees, express, implied or statutory,

written or oral, of any kind, nature, or description by the Proposal Trustee or the Vendors or their agents, representatives, partners or employees, or any of the other parties participating in the sales process pursuant to these Bid Procedures, except as may otherwise be provided in a definitive purchase agreement with the Vendors. By submitting a bid, each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Vendors' Assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Vendors' Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Vendors' Assets, the financial performance of the Vendors' Assets or the physical condition or location of the Vendors' Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these Bid Procedures or as set forth in a definitive purchase agreement with the Vendors.

Free of Any and All Liens

Except as otherwise provided in the Stalking Horse Bid or another Successful Bidder's purchase agreement, and subject to any permitted encumbrances therein, all of Allied Track's right, title and interest in and to the Vendors' Assets shall be sold free and clear of all liens and encumbrances pursuant to the Approval and Vesting Order except for Permitted Encumbrances (as defined in the Stalking Horse Bid).

Approval and Vesting Order Motion Hearing

If there is no Auction, the Approval and Vesting Order Motion shall, subject to the Court's availability take place on or before March 5, 2021. In the case of an Auction, the Approval and Vesting Order Motion shall, subject to the Court's availability, take place on or before March 10, 2021. Allied Track, with the consent of the Proposal Trustee, reserves its right to the extent consistent with the Stalking Horse Bid to change the date of the hearing of the Approval and Vesting Order Motion in order to achieve the maximum value for the Vendors' Assets.

Miscellaneous

The solicitation process and these Bid Procedures are solely for the benefit of the Vendors and nothing contained in the Order or these Bid Procedures shall create any rights in any other person (including, without limitation, any bidder or Qualified Bidder, and any rights as third party beneficiaries or otherwise) other than the rights expressly granted to a Successful Bidder under the Order. The bid protections incorporated in these Bid Procedures are solely for the benefit of the Stalking Horse Bidder.

Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Qualified Bid, due diligence activities, and any further

negotiations or other actions whether or not they lead to the consummation of a transaction, including, without limitation, any actions within the Auction.

Except as provided in the Order and Bid Procedures, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Order, the SISP and the Bid Procedures.

The Proposal Trustee may consult with Bridging, the Vendors' senior secured creditor, throughout the SISP.

SCHEDULE "A"

Auction Procedures

Auction

1. If the Vendors, based on the recommendation of the Proposal Trustee, in consultation with Bridging, determine to conduct an Auction pursuant to the Bid Procedures to which these Auction Procedures are appended, the Proposal Trustee will notify the Qualified Bidders who made a Qualified Bid that an Auction will be conducted. The Auction will be convened by the Proposal Trustee and conducted by video conference at 10:00 a.m. (Eastern Time) on March 1, 2021, or such other place and time as the Proposal Trustee may advise. Capitalized terms used but not defined have the meaning ascribed to them in the Bid Procedures. The Stalking Horse Bidder shall not participate in the Auction. The Auction shall be conducted in accordance with the following procedures:
 - a) Participation at the Auction. Only a Qualified Bidder is eligible to participate in the Auction. The Proposal Trustee shall provide all Qualified Bidders with the amount of the Lead Bid by 5:00 p.m. (Eastern Time) two (2) Days before the date scheduled for the Auction. Each Qualified Bidder must inform the Proposal Trustee whether it intends to participate in the Auction no later than 12:00 p.m. (Eastern Time) on the business day prior to the Auction. Only the authorized representatives of each of the Qualified Bidders, the Proposal Trustee, the Vendors, Bridging, and their respective counsel and other advisors shall be permitted to attend the Auction.
 - b) Bidding at the Auction. Bidding at the Auction shall be conducted in rounds. The Lead Bid shall constitute the "**Opening Bid**" for the first round and the highest Overbid (as defined below) at the end of each round shall constitute the Opening Bid for the following round. In each round, a Qualified Bidder may submit no more than one Overbid. Any Qualified Bidder who bids in a round (including the Qualified Bidder that submitted the Opening Bid for such round) shall be entitled to participate in the next round of bidding at the Auction.

- c) Proposal Trustee Shall Conduct the Auction. The Proposal Trustee and its advisors shall direct and preside over the Auction. At the start of each round of the Auction, the Proposal Trustee shall provide the terms of the Opening Bid to all participating Qualified Bidders at the Auction. The determination of which Qualified Bid constitutes the Opening Bid for each round shall take into account any factors that the Proposal Trustee and the Vendors, in consultation with Bridging, reasonably deem relevant to the value of the Qualified Bid, including, among other things, the following: (i) the amount and nature of the consideration; (ii) the proposed assumption of any liabilities and the related implied impact on recoveries for creditors; (iii) the Proposal Trustee's and the Vendors' assessment of the certainty of the Qualified Bidder to close the proposed transaction on or before the Outside Date; (iv) the likelihood, extent and impact of any potential delays in closing; (v) the net economic effect of any changes from the Opening Bid of the previous round; and (vi) such other considerations as the Proposal Trustee or the Vendors deem relevant in their reasonable business judgment (collectively, the "**Bid Assessment Criteria**"). All bids made after the Opening Bid shall be Overbids, and shall be made and received on an open basis, and all material terms of the highest and best Overbid shall be fully disclosed to all other Qualified Bidders that are participating in the Auction. The Proposal Trustee shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction.
- d) Terms of Overbids. An "**Overbid**" is any bid made at the Auction subsequent to the Proposal Trustee's announcement of the Opening Bid. To submit an Overbid, in any round of the Auction, a Qualified Bidder must comply with the following conditions:
- (i) *Minimum Overbid Increment:* Any Overbid shall be made in minimum cash purchase price increments of \$100,000 above the Opening Bid, or such increments as the Proposal Trustee, in consultation with the Vendors, may determine in order to facilitate the Auction (the "**Minimum Overbid Increment**"). The amount of the cash purchase price consideration or value of any Overbid shall not be less than the cash purchase price consideration or value of the Opening Bid, plus the Minimum Overbid Increment(s) at that time, plus any additional Minimum Overbid Increments.
 - (ii) *The Bid Requirements same as for Qualified Bids:* Except as modified herein, an Overbid must comply with the Required Bid Terms and Materials, provided, however, that the Bid Deadline shall not apply. Any Overbid made by a Qualified Bidder must provide that it remains irrevocable and binding on the Qualified Bidder and open for acceptance as a Back-Up Bid until the closing of the Successful Bid.
 - (iii) *Announcing Overbids:* At the end of each round of bidding, the Proposal Trustee shall announce the identity of the Qualified Bidder and the material terms of the then highest and/or best Overbid, including the nature of the transaction, the assets and/or business proposed to be acquired and the obligations proposed to be assumed, the basis for calculating the total

consideration offered in such Overbid based on, among other things, the Bid Assessment Criteria.

- (iv) *Consideration of Overbids:* The Proposal Trustee, in consultation with the Vendors and Bridging, reserves the right to make one or more adjournments in the Auction in durations set by the Proposal Trustee to, among other things: (A) allow individual Qualified Bidders to consider how they wish to proceed; (B) consider and determine the current highest and/or best Overbid at any given time during the Auction; and (C) give Qualified Bidders the opportunity to provide the Proposal Trustee or the Vendors with such additional evidence as it may require that the Qualified Bidder has obtained all required internal corporate approvals, has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing Overbid amount. The Proposal Trustee may have clarifying discussions with a Qualified Bidder, and the Proposal Trustee may allow a Qualified Bidder to make technical clarifying changes to its Overbid following such discussions. **BIDDERS MUST OBTAIN ALL NECESSARY APPROVALS AND FUNDING COMMITMENTS IN ADVANCE OF THE AUCTION.**
 - (v) *Failure to Bid:* If at the end of any round of bidding a Qualified Bidder (other than the Qualified Bidder that submitted the then highest and/or best Overbid or Opening Bid, as applicable) fails to submit an Overbid, then such Qualified Bidder shall not be entitled to continue to participate in the next round of the Auction.
- e) Additional Procedures. The Proposal Trustee, in consultation with the Vendors and Bridging, may adopt additional or alternative rules for the Auction at or prior to the Auction that will better promote the goals of the SISF, including rules pertaining to the structure of the Auction, the order of bidding provided they are not inconsistent with any of the provisions of the Bid Procedures and provided further that no such rules may change the requirement that all material terms of the then highest and/or best Overbid at the end of each round of bidding will be fully disclosed to all other Qualified Bidders.
- f) Closing the Auction. The Auction shall be closed once the Vendors, after considering the Proposal Trustee's recommendation, and in consultation with Bridging, have: (i) reviewed the final Overbid of each Qualified Bidder on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the proposed sale; and (ii) identified the Successful Bid and the Back-Up Bid and the Proposal Trustee has advised the Qualified Bidders participating in the Auction of such determination.
- g) Finalizing Documentation. Promptly following a Bid of a Qualified Bidder being declared the Successful Bid or the Back-Up Bid, the Qualified Bidder shall execute

and deliver such revised and updated definitive transaction agreements as may be required to reflect and evidence the Successful Bid or Back-Up Bid. For greater certainty, every bid made at Auction is deemed to be a signed and binding bid based on the bidder's original Qualified Bid.

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED
IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF ALLIED TRACK SERVICES INC.,
A CORPORATION INCORPORATED UNDER THE LAWS OF ONTARIO**

Estate/Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST

Proceedings commenced in Toronto

ORDER

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