

CERTIFICATE OF INSURANCE

DATE: May 13, 2011

BROKER 

DALTON TIMMIS INSURANCE GROUP
 35 Stonechurch Rd., Ancaster, ON L9K 1S5
 P.O. Box 2019, Hamilton, ON L9N 3S4
 Phone (905-648-3922) Fax (905-648-2640)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below

COMPANIES AFFORDING COVERAGE

COMPANY A Markel Insurance Co of Canada

COMPANY B

COMPANY C

Insured: Transam Carriers Inc
 321 Ellerslie Ave
 Toronto ON M2R 1B6

COVERAGES

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

| CO | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (YY/MM/DD) | POLICY EXPIRATION DATE (YY/MM/DD) | LIMITS CANADIAN FUNDS | |
|----|--|---------------|----------------------------------|-----------------------------------|--|-------------|
| | | | | | | |
| A | GENERAL LIABILITY Commercial General Liability <input type="checkbox"/> Claims made basis <input checked="" type="checkbox"/> Occurrence basis <input checked="" type="checkbox"/> Tenant's legal liability <input checked="" type="checkbox"/> Non-owned auto | 2011824 | May 22, 2011 | May 22, 2012 | Each occurrence | \$2,000,000 |
| | | | | | General aggregate | \$3,000,000 |
| | | | | | Products-comp/op agg | \$ |
| | | | | | Personal injury | \$200,000 |
| | | | | | Tenant's legal liability | \$100,000 |
| | | | | | Med Expense any one person | \$25,000 |
| | | | | | Non-Owned | \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> Described Automobiles <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Leased Automobiles <input type="checkbox"/> Non-owned Automobile | 2011824 | May 22, 2011 | May 22, 2012 | Bodily injury & property damage combined | \$2,000,000 |
| | | | | | Bodily injury (per person) | \$ |
| | | | | | Bodily injury (per accident) | \$ |
| | | | | | Property Damage | \$ |
| A | OTHER: Physical Damage Motor Truck Cargo OPCF 27B Mechanical Breakdown warranty OPCF 21B | 2011824 | May 22, 2011 | May 22, 2012 | \$5,000 All Perils Deductible Tractors/trailers \$250,000 Limit, \$5,000 ded Non-Owned Trailer \$70,000 limit, \$5,000 deductible Non-Owned Tractor \$100,000 , limit, \$5,000 deductible Included Blanket Fleet | |

ADDITIONAL INSURED: N/A

DESCRIPTION OF OPERATIONS/AUTOMOBILES/SPECIAL ITEMS
 Common Carrier

CERTIFICATE HOLDER

Transam Carriers Inc
 321 Ellerslie Ave
 Toronto, ON M2R 1B6

CANCELLATION

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

DALTON TIMMIS INSURANCE GROUP, INC



PER: Amanda Rich, Authorized Representative

REPRINT

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Form Approved
OMB No. 2126-0008



Issued to: TRANSAM CARRIERS INC of 321 ELLERSLIE AVE
NORTH YORK, ON M2R1B6

Dated at: Toronto, Ontario, Canada this 3 of June, 2010

Amending Policy No.: 2011824 Effective Date: 22 May, 2010

Name of Insurance Company: United States Fire Insurance Company

Countersigned By *L. Bayne*
Authorized Company Representative

- The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "", for the limits shown:
- This insurance is primary and the company shall not be liable for amounts in excess of \$1,000,000 for each accident.
 - This insurance is excess and the company shall not be liable for amounts in excess of \$ for each accident in excess of the underlying limit of \$ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (416) 364-7800 or (888) 627-5351.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U. S. C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

ENVIRONMENTAL RESTORATION means restitution for the loss damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency, or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS
PUBLIC LIABILITY**

| Type of carriage | Commodity transported | Jan. 1, 1985 |
|--|---|--------------|
| (1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds). | Property (nonhazardous). | \$750,000 |
| (2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds). | Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403. | \$5,000,000 |
| (3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds). | Oil listed in 49 CFR 172.101, hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below. | \$1,000,000 |
| (4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds). | Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403. | \$5,000,000 |