

January 19, 2024

**SENT BY EMAIL TO: smitra@airdberlis.com,
jnemers@airdberlis.com, and cdelfino@airdberlis.com**

AIRD & BERLIS LLP
Barristers & Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Attention: Sanjeev P.R. Mitra, Jeremy Nemers, Cristian Delfino

Counsel:

**Re: Royal Bank of Canada and Trans Emerg Transport Inc.
Our Client: 1000711945 Ontario Inc.**

Please find enclosed herewith the **revised** Affidavit of Harjeet Mander, sworn January 19, 2024, wherein we have corrected the typos contained in paragraph 14.

We confirm that this document has been uploaded to Caselines.

Yours very truly,

Simmons da Silva LLP

Per:



***Electronic Signature**

Amrita Mann

Direct Line: 905-861-2816

Email: amrita@sdsllawfirm.com

AXM/jmr

Enclosure

c.c. Client



Court File No. CV-24-00712328-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

TRANS EMERGE TRANSPORT INC.

Respondent

**AFFIDAVIT OF HARJEET MANDER
(SWORN JANUARY 19, 2024)**

I, Harjeet Mander, of the City of Brampton, in the Regional Municipality of Peel, MAKE
OATH AND SAY:

1. I am the principal and controlling mind of 1000711945 Ontario Inc., a non-party in this matter, and, as such, have knowledge of the matters contained in this Affidavit. Wherein I have stated information outside of my knowledge, I have indicated the source of the information and verily believe it to be true.

2. I make this affidavit in support of the application made by the Applicant, Royal Bank of Canada (“**RBC**”) for the appointment of a receiver.

THE LOI

3. In September 2023, I entered into discussions with Harminder Binapal (“**Harminder**”/ the “**Seller**”) who is the principal, controlling mind and sole shareholder of the Respondent, Trans Emerge Transport Inc. (“**TET**”), regarding the purchase of 100% shares in TET by 1000711845 Ontario Inc. (the “**Buyer**”). By mid-November 2023, those discussions became more serious.

4. In and around November 17, 2023, a Letter of Intent (the “**LOI**”) was finalized and executed by all the parties. The LOI provided for an outside closing date of December 17, 2023 for the completion of the purchase of TET (the “**TET Purchase**”). Attached hereto and marked as **Exhibit “A”** is an executed copy of the LOI.

5. While the LOI was firm and binding as against the Seller, the LOI set out numerous conditions in favour of the Buyer, including the Purchaser conducting due diligence of TET’s business. Pursuant to the terms of the LOI, Harminder advised that there was no recent external accountant prepared financial statements available. Accordingly, he prepared an Accounts Receivable and Accounts Payables statement for TET which became a schedule to the LOI. The LOI also set out set out specific representations and warranties confirming that the information contained in the financial statements were accurate, that TET’s only liabilities were those owed to RBC, RoyNat Capital and BVD Group of Companies and there was no other material information that had not been disclosed.

6. During the negotiations leading up to the execution of the LOI, the Seller required up to \$2,000,000.00 of interim working capital which was provided by the Buyer and secured through a General Security Agreement and other security.

THE REAL ESTATE PROPERTIES

7. Separate from the LOI, Harminder advised me personally that he was finding it difficult to make payments on certain investment properties, specifically three properties, that operated outside of TET business. Specifically, these properties were:

- i. 441 Goodyear Road, Napanee, Ontario (the “**Napanee Property**”), which was owned by 2854900 Ontario Inc.;
- ii. 7091 Smith Industrial Drive, Amherstburg, Ontario (the “**Amherstburg Property**”) which was owned by 2854841 Ontario Inc.; and
- iii. 5130 Countryside Drive, Brampton, Ontario (the “**Countryside Property**”) was owned by 1000428938 Ontario Inc.

8. Similar to TET, Harminder advised that no financial statements prepared by an external accountant were available. I was assured by Harminder that these three properties were each owned by a separate holding company with no other assets, other than the respective properties and there were no liabilities other than the mortgages already registered on title.

9. The shares in 2854900 Ontario Inc. and 2854841 Ontario Inc. were transferred to me by Harminder and his wife, Rajwant Binapal (“**Rajwant**”) for \$1.00 each. With respect to the Countryside Property, Harminder had a 50% partner, Jagroop Bal (“**Bal**”), in 1000428938 Ontario Inc. Harminder transferred his shares in 1000428938 Ontario Inc. to me for \$1.00 and I paid Bal the amount of \$1,100,000.00 for his 50% shares in that company, as Bal would not otherwise sell or approve the sale of Harminder’s shares. As part of the respective transactions, Harminder,

Rajwant and Bal each executed Statutory Declarations, swearing that *“Save and except the registered mortgages, taxes and local improvement rates charged thereon there is no encumbrance or easement whatsoever affecting the said Property, except as disclosed by registered title.”*

10. To be clear, the transactions related to the transfer of the Napanee Property, the Amherstburg Property and the Countryside Property were outside of the TET Purchase as these properties were investment properties not involved in TET’s business and were completed to allow for a reorganization of the Seller’s affairs and to allow the Seller to focus on the transfer and eventual sale of TET to the Buyer.

DUE DILIGENCE

11. After the execution of the LOI and in the course of the Buyer’s due diligence, the Buyer’s solicitors, Simmons da Silva LLP, made several attempts to obtain deliverables from the Seller, including customer contracts, leases and financial information. However, the deliverables received from the Seller were incomplete, inadequate and responses were often delayed. Moreover debts and claims not disclosed emerged which I found concerning since I had been promised a “going concern” business with a strong roster of blue chip customers and strong revenue.

12. One of the items required from the Seller during the financial due diligence phase were payout statements from the Seller’s lender, RBC. RBC needed to ensure that there were no priority liens and that drivers’ pay were up to date before issuing a payout letter and requested TET to allow an external accountant, msi Spergel (“**Spergel**”) to verify these items.

13. The Seller delayed Spergel’s appointment and I discovered numerous irregularities with the financial disclosure provided to the Buyer.

14. During the financial due diligence phase, the Buyer itself made several discoveries, including:

- (i) The existence of several existing and potential litigation claims against TET, none of which had been disclosed by the Seller;
- (ii) Termination of customer contracts or disgruntled customers threatening the termination of their customer relations with TET;
- (iii) Customer revenue could simply not be substantiated during due diligence. There were questions on revenues which suggested suspicious activity, and answers received from the Seller on where the revenues were going were far from satisfactory, including but not limited to, suspicions TET's revenue may have been siphoned to related corporations, including Gryphon Transportation Inc. ("**Gryphon**"). a corporation controlled by Harminder's son, Ashborn Binapal ("**Ashborn**"), and monies may have been used to pay family members under the guise of genuine payables. Attached hereto and marked as **Exhibit "B"** is a copy of the Corporate Profile Report for Gryphon;
- (iv) TET was not registered to pay payroll taxes and only did so once this was discovered by the Buyer during the due diligence process. It was ultimately determined that unpaid payroll taxes for TET was in the range of \$1,200,000.00.

15. Given the unsatisfactory due diligence, I was unable to satisfy my perspective lender, BVD Capital, to obtain financing for the TET Purchase, on the strength of TET's receivables.

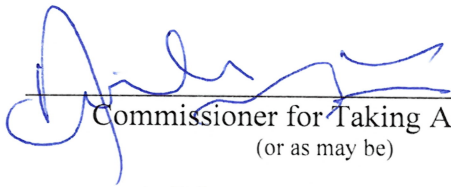
16. Notwithstanding the above, and in good faith, I instructed my solicitor to prepare a draft Share Purchase Agreement consistent with the terms of the LOI. However, the Seller refused to sign it and demanded that the TET Purchase be completed on an "as-is, where-is basis", which was inconsistent with the terms of the LOI. Attached hereto and marked as **Exhibit "C"** is a copy of the draft Share Purchase Agreement which contained standard representations and warranties.

17. Ultimately, the parties could not successfully re-negotiate the terms of TET Purchase and I was simply not comfortable purchasing TET's shares on an "as is, where-is basis", particularly in light of all the issues discovered during the due diligence process and without full recourse against Harminder and Ashborn (who was an indemnifier under the LOI) in the event of misrepresentations.

18. I understand that the Seller has commenced an Application against the Buyer and me for "specific performance" of the TET Purchase. Once that Application is issued by the Court and I am properly served with the Application Record, I intend to oppose it vigorously.

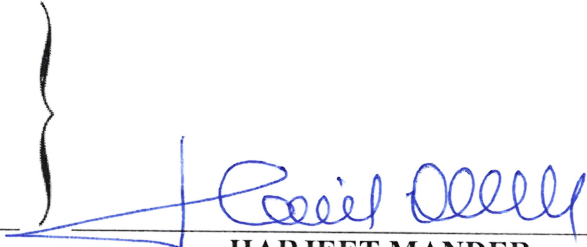
19. I make this Affidavit in support of RBC's Application and for no other or improper purpose.

SWORN BEFORE ME at the City of
Brampton, in the Regional Municipality of
Peel on the 19th day of January, 2024.



Commissioner for Taking Affidavits
(or as may be)

AMRITA MANN
Simmons da Silva LLP
201 County Court Blvd., #200
Brampton, Ontario L6W 4L2



HARJEET MANDER

RCP-E 4D (February 1, 2021)

THIS IS **EXHIBIT "A"** OF THE AFFIDAVIT OF

HARJEET MANDER

SWORN BEFORE ME, THIS 19th DAY OF JANUARY, 2024



AMRITA MANN (LSO#65996V)
A COMMISSIONER, etc

LETTER OF INTENT

November 17, 2023

Confidential

ATTN: Mr. Harminder Binapal (“**Harminder**”) and Ashborn Binapal (“**Ashborn**”)
TRANS EMERGE TRANSPORT INC. (“**TET**”), 9258426 CANADA LTD. o/a Trans Emerge
Warehousing (“**TEW**”), 8462992 CANADA LTD. o/a Trans Emerge Logistics (“**TEL**”), and its
affiliates (collectively, the “**Trans Emerge Group of Companies**”).

c/o Mr. Sundip Natt, TSC Law

Dear Sir,

RE: 1000711945 ONTARIO INC. in trust for a corporation or corporations to be incorporated (the “Purchaser”) proposed purchase of the Trans Emerge Group of Companies.

In consideration of \$10.00, and the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

Purpose of this Letter

Trans Emerge Group of Companies presently carries on a trucking transportation, warehousing, logistics and ancillary businesses (the “**Business**”) located at the following leased premises :

- (i) 6789 Millcreek Drive, Mississauga, Ontario lease with Trans Transport;
- (ii) Units 78 – 82, 6535 Millcreek Drive, Mississauga, Ontario lease with Trans Warehousing and indemnified by Trans Transport;
- (iii) 120 Adam Street, Belleville, Ontario lease with Trans Transport;
- (iv) 2 Shaftsbury Lane, Brampton, Ontario lease with Trans Transport and Trans Logistics;
- (v) 16503 Steeles Avenue, Halton Hills, Ontario lease with Trans Transport,
- (vi) 190, boulevard Bellerose Ouest, Laval, Quebec H7K 0B3 lease with Trans Transport.

The purpose of this letter of intent is to set out the terms upon which the Purchaser is prepared to:

1. Purchase of all of the issued and outstanding shares of TET, from its current shareholder Harminder, (“**Trans Emerge 1 Purchase Transaction**”), free and clear of all claims and encumbrances save for any debts of the BVD Group of Company and RoyNat Capital mortgage loan to 2854821 Ontario Inc. and 2854900 Ontario Inc. (“**RoyNat Loan**”), both to be assumed by the Purchaser in a manner satisfactory to the Purchaser, for the nominal price of \$1.00 (inclusive of shareholder and related party loans). Prior to closing, all of the assets of TEW and TEL shall be transferred to TET, as a going concern, free and clear of all

encumbrances and claims, in a manner satisfactory to the Purchaser. Notwithstanding, any equipment leases over the trucks and trailers leased by Tpine Leasing Capital Corporation to TEL may be assigned by TEL to TET in a manner satisfactory to the Purchaser;

2. Loan or cause an affiliate of the Purchaser to loan to the Trans Emerge Group of Companies an amount of approximately CDN \$2,000,000.00 in its discretion for the purpose of interim working capital requirements (“**Interim Working Capital Facility**”). Harminder and Ashborn hereby agree on a joint and several basis to guarantee any amount that may be advanced pursuant to the Interim Working Capital Facility and to do and provide such further assurances, things and actions as may be required by the Purchaser including executing any documentation with respect to the loan from time to time.

The above transactions being collectively referred to as the “**Transactions**”. Harminder and Ashborn (collectively “**Indemnifiers**”) shall jointly and severally indemnify the representations, warranties, covenants and other obligations for all Transactions and this Letter of Intent (including the Interim Working Capital Facility).

Unless otherwise noted, all amounts referred to herein are in Canadian Dollars.

This letter of intent will be replaced with definitive purchase agreements for each of the Transactions (collectively referred to as the “**Purchase Agreements**”).

A. Liabilities and Assets

The Trans Emerge Group of Companies and Indemnifiers (collectively on a joint and several basis, the “**Vendors**”) represent and warrant that the Accounts Receivable List in **Schedule “A” (“A/R List”)** hereto is true and accurate in all respects and represents all of the accounts belonging to TET which the Purchaser shall obtain the benefit of after closing subject only to the security interest in favour of the Royal Bank of Canada.

The Vendors have disclosed to the Purchaser all information concerning the Trans Emerge Group of Companies and their Business, assets and financial condition to the date hereof that, in their understanding, may be relevant or material to the Purchaser. The Vendors are not aware of any fact, event, circumstance or condition that, in their understanding, may cause the Purchaser, as a reasonable and prudent purchaser and lender, not to enter into or accept any of the covenants, agreements, undertakings or conditions provided for in this Letter of Intent.

The Purchaser will not assume any liabilities or obligations of the Trans Emerge Group of Companies, other than obligations arising after the Closing under contracts that are expressly assigned to the Purchaser.

Where the Purchaser and Vendors determine that a contract or lease may not be assigned for Closing, such lease or contract may be held in trust for the benefit of the Purchaser in a manner satisfactory to the Purchaser.

B. Allocation

The Share Purchase Price shall be allocated to the Vendors for the Shares and all shareholder and related party advances or loans, acting reasonably.

Closing financial statements and accompanying retained earnings report of Trans Emerge Group of Companies as at the closing date in a manner consistent with the review engagement financial statements of the Trans Emerge Group of Companies in the preceding three (3) fiscal years within ninety days (90) days following the closing date and such statements shall be final and binding on each of the parties.

C. Staff

Within five (5) business days following the execution of this Letter of Intent, the Vendors shall provide the Purchaser with a list of Trans Emerge Group of Companies staff, which list sets out their start date, primary function, employment status (whether employee or independent contractor), age and salary.

The parties agree that if the Purchaser decides to terminate the employment or contract of any staff of Trans Emerge Group of Companies (“**Employee**”) and provides written notice of termination to each such Employee within the ninety (90) day period following the closing date, the severance cost and notice period cost of the Employee terminations required either by statute, at common law or by contract shall be the sole responsibility of the Vendor (as to 100%).

The Purchaser shall have entered into employment contracts, effective from the Closing Date, with each of the Employees listed (the “**Transferred Employees**”), being all the employees of the Business, on terms and conditions of employment which are substantially similar and, in any event, no less favourable than those which are presently in effect in the Business including regarding tenure and seniority.

The Vendors shall be responsible for any statutory deductions, severance, pay, wages and all other claims accrued to all Employees who the Purchaser advises shall be terminated by prior to the Closing Date and the Vendors shall be responsible for all amounts owing to all Employees prior to the Closing Date. The Purchaser is responsible for any pay, termination pay, severance pay, and other obligations due to the Transferred Employees after the Closing Date.

The Vendors covenant and agree with the Purchaser to indemnify and save harmless the Purchaser in respect of any employee liabilities, including any claims for wrongful dismissal, independent contractors being deemed to be employees, or otherwise which may be made by any employee of Trans Emerge Group of Companies and relating to the period prior to the closing date.

D. The Assets

The Transactions shall include all of the assets of the Trans Emerge Group of Companies including, without limitation, the following: Subject to any pre-closing asset transfer transactions of the

Vendors, as approved by the Purchaser, the included assets (the “**Included Assets**”) shall include, without limitation, the following:

- i. Cash and accounts receivables including those set out in the A/R List;
- ii. prepaid expenses and deposits;
- iii. inventories;
- iv. equipment, trucks and trailers;
- v. assets used in the operation of the Business;
- vi. Real Properties;
- vii. assets located at the Real Property or the Premises;
- viii. all customers and/or client lists of the Business (“**Customer List**”);
- ix. all applicable lease agreements with respect to the Premises, if any (“**Leases**”);
- x. all work in progress and corporate opportunities and the benefit of all orders in existence on the date of closing (“**Work in Progress**”);
- xi. all intellectual property rights of the Vendor pertaining to the Business (“**Intellectual Property Rights**”);
- xii. all tax refunds;
- xiii. all goodwill pertaining to the Business, including, without limitation, the exclusive right of the Purchaser to represent itself as carrying on the Business in continuation of and in succession to the Vendor, the right to use any words indicating that the Business is so being carried on, the name of the Vendor, the telephone numbers and websites used in the Business, trade secrets, trademarks, trade names, licenses (including, but not limited to, the commercial vehicle operator’s registration certificate (“**CVOR Certificate**”), and the motor carrier number (“**MC Number**”) and other intangibles (“**Goodwill**”).

A. Right of Inspection – The Included Assets

Immediately following the acceptance of this Letter of Intent by the Purchaser, the Vendors shall provide the Purchaser and its agents, advisors and solicitors all documentation, access and permissions that the Purchaser requires to carry out its examination of the Business, the Trans Emerge Group of Companies, the Included Assets, the books and records, the vendors and its affairs, including, without limitation the following documents:

- i. Copy of the financial statements and tax returns of the Trans Emerge Group of Companies for the previous six (6) years including updated A/R Listings as requested by the Purchaser and failing which, on a weekly basis;
- ii. Copy of the list of Included Assets;
- iii. Copy of all Contracts;
- iv. Copy of all property leases;
- v. List and copy of all licenses, including the CVOR Certificate and MC Number;
- vi. List and copy of all Intellectual Property Rights;
- vii. List and copy of the Goodwill;
- viii. List and copy of all equipment leases;
- ix. List of staff (which includes employees and independent contractors), along with copies of any employment or independent contractor agreements;
- x. Copy of the full minute books of the Trans Emerge Group of Companies;

- xi. Satisfactory arrangements with BVD Group of Companies and Royal Bank of Canada (“RBC”) to consent to the forbear their respective rights to enforce for a reasonable period of time to allow the negotiation and consummation of the Transactions, including a satisfactory assignment of the RBC security to the BVD Group of Companies in order to effect a restructuring of the debts of the Trans Emerge Group of Companies;
- xii. Such other items as may be required by the Purchaser.

The Vendors will use its reasonable best efforts to make available to the Purchaser and its advisors and solicitors all documentation that the Purchaser may require from time to time in order to carry out its examination of the Business, the Trans Emerge Group of Companies, the Included Assets, the inventories, the books and records, the Vendors and its affairs.

B. Right of Inspection –

Immediately following the acceptance of this Letter of Intent by the Purchaser, the Vendors shall provide the Purchaser and advisors and solicitors all documentation, access and permissions that the Purchaser reasonably requires to carry out any and all of its property due diligence items.

E. Closing


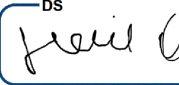
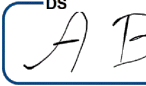

On closing, the Vendors shall cause to be conveyed title to the Included Assets and / or shares of the Trans Emerge Group of Companies (as to be determined by the Purchaser during its due diligence) to the Purchaser, as a going concern, free and clear of all liens, claims and encumbrances of every nature and kind whatsoever, and the purchase agreements for the Transactions will contain such provisions as the Purchaser requires so as to ensure the foregoing.

The Transactions contemplated herein shall be completed within thirty (30) days from the execution of this Letter of Intent or on such other date as the parties may agree in writing (the “**Closing Date**”). At the closing, all necessary documents required to be delivered pursuant to the Purchase Agreements will be exchanged, the purchase price will be paid and title to the assets and/or shares will be transferred.

F. Conditions of Closing

The obligation of the Purchaser to complete the Transactions contemplated herein will be conditional upon and the Purchase Agreement shall including provisions on the following:

- i. the Purchaser conducting its due diligence of the Business, the Included Assets, the shares and the Vendor (financial or otherwise);
- ii. the closing of all Transactions on the Closing Date;
- iii. there shall have been no material adverse change to the Business, the Included Assets, or the Real Properties since the date of the last accountant prepared financial statements, and the Business shall have been carried on in the ordinary course;

- iv. all requisite governmental and regulatory approvals of, exemptions from and consents to the proposed Transactions shall have been obtained, including, but not limited to, the CVOR Certificate by the Purchaser;
- v. the Vendor shall have obtained all consents and approvals to the assignment of any contracts, licenses, leases and other instruments which the Purchaser considers material to the Business except as the parties may otherwise agree in writing;
- vi. the Purchaser shall have satisfied its due diligence investigations, including financial due diligence with respect to the Business, the Included Assets, the Shares, the Real Properties, and the Vendor within five (5) days prior to Closing;
- vii. the execution and delivery of a non-competition, non-acceptance of work from existing customers, non-solicitation and confidentiality restrictive covenant agreement from the Indemnifiers (and any other shareholders of the Trans Emerge Group of Companies), as may be required by the Purchaser for a period of five (5) years from closing wherein the Indemnifiers agree to amongst other things to not operate a business competitive to that of the Business within ~~North America~~; Canada 
- viii. the execution and delivery of a post-closing consulting agreement from the Indemnifiers, in favour of the Purchaser, which shall set out the post-closing transition obligations of the Indemnifiers to the Purchaser for a period of one (1) year following the Closing (the “**Consulting Agreement**”) The Purchaser shall pay to Harinder for his services the consulting fees of **CDN \$1,000,000.00** to be paid as follows: (i) \$500,000.00 on Closing and (ii) \$500,000.00 on the day that is six (6) months after the Closing. The fees shall be invoiced by Harinder to the Purchaser. The Purchaser and vendor may also agree to additional consulting fees. 

- ix. usual closing documentation shall have been delivered; and
- x. such other conditions as may be reasonably required by the Purchaser. 

G. Structure of the Transactions

Immediately after the execution of this Letter of Intent, Sanjeev Jain CPA (the “**Accountant**”) on behalf of the parties, acting reasonably, may prepare a structuring memo outlining the Transactions and any other business, financial and tax terms and considerations as may be required (“**Structuring Memo**”). The Parties acknowledge that they will do all things as necessary or desirable to give effect to the Transactions, including any restructuring by mutual agreement in writing to permit all advantages of the applicable Provincial and Federal Income Tax Laws.

H. Non-Competition and Non-Solicitation

The Indemnifiers covenant and agree not to, directly or indirectly, for a period of five (5) years following the termination of the Consulting Agreement:

- i. either individually or in partnership or jointly or in conjunction with any person or person, firm, association, syndicate, company or corporation, as principal, agent, associate, director, officer, or shareholder or in any manner whatsoever, carry on, be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit their name or any part thereof to be used or employed by any person, firm, corporation or other entity within ~~the United States of America or Canada~~ that is competitive with Business;
- ii. either individually or in partnership or jointly or in conjunction with any person or person, firm, association, syndicate, company or corporation, as principal, agent, associate, director, officer, or shareholder or in any manner whatsoever, solicit or accept business, regardless of whether it was solicited or not, with respect to services or other products competitive with those of the Business from any of Trans EmERGE Group of Companies customers, wherever situate. Trans EmERGE Group of Companies' customers include, but are not limited to, any person or corporation who was provided with trucking or logistics services, during the twelve (12) month period prior to the Closing Date; and
- iii. either individually or in partnership or jointly or in conjunction with any person or person, firm, association, syndicate, company or corporation, as principal, agent, associate, director, officer, or shareholder or in any manner whatsoever, contact, solicit, interfere with or endeavour to entice away from the Corporation, any staff, employee or independent contractor of Skylark who was in the employ of, or retained, as the case may be, Trans EmERGE Group of Companies during the twelve (12) month period prior to the Closing Date.

The Purchase Agreements will provide for the foregoing non-competition and non-solicitation restrictive covenants and will require Indemnifiers to sign, as part of the closing documents, separate agreements in favour of the Purchaser containing the foregoing non-competition, non-solicitation and confidentiality restrictive covenants.

I. Exclusivity – No Dealings

For one hundred and twenty (120) days from the date of the execution of this Letter of Intent to the Closing Date of the Transactions (the “**Interim Period**”), the Vendors shall not indirectly or directly discuss the Transactions to another potential purchaser or lender without the consent of the Purchaser.

The Vendors acknowledge that the Purchaser will be incurring substantial costs, directly and indirectly, in evaluating and investigating the proposed Transactions and in consideration of the Purchaser doing so and its execution of this Letter of Intent, the Vendor agrees that from the date hereof until the Closing Date, not to enter into or continue negotiations or discussion with any third party, in respect of the sale of the Business, the Included Assets, the Real Properties, the shares of the Trans EmERGE Group of Companies, or any part thereof, in any manner whatsoever, or in respect of any proposed sale, amalgamation, merger or combination of the Vendors or Business with the business of any other person, or in any manner which would be inconsistent with the matters contemplated by this Letter of Intent.

J. Termination

This Letter of Intent may be terminated:

- i. After 150 days from the date of this Letter of Intent, unless extended by mutual written consent of all parties (such extension not to be unreasonably withheld); or
- ii. by written notice from the Purchaser to the Vendor, if it is not satisfied with its due diligence investigations for any reason.

Notwithstanding the above, the representations, warranties, covenants and obligations of this Letter of Intent which shall survive after termination.

K. The Purchase Agreements

Following the execution of this Letter of Intent and satisfactory responses to any due diligence requests, the Purchaser and Vendor will instruct their respective solicitors to prepare the Purchase Agreements and other transactional documents as quickly as reasonably possible. Thereafter, the Parties will negotiate diligently and in good faith to finalize the form of the Purchase Agreements prior to the Closing Date. Upon execution of the Purchase Agreements, this Letter of Intent shall terminate and be of no further force and effect. The Parties agree that the Closing and the funding of the Transactions will occur simultaneously on the Closing Date.

It is acknowledged and agreed that the Purchase Agreements will deal in greater detail with the subjects covered by this letter and will contain provisions dealing with subjects not covered by this letter. The Purchase Agreements shall include representations and warranties of the Vendor of a nature and type appropriate for transactions similar to the proposed Transactions, including representations and warranties. The Purchase Agreements shall also include standard indemnities by the Vendors in favour of the Purchaser and, the Indemnifiers shall guarantee the obligations and representations which shall survive for two (2) years following closing. The Purchaser shall be entitled to assign its interest under the Purchase Agreements to a related corporation(s) without the Vendor's consent. Notwithstanding anything to the contrary, the Vendor acknowledges being advised that the Purchaser is acting herein solely in its capacity as a bare trustee. As a result, the Vendor acknowledges and agrees that the Purchaser shall not incur any liability whatsoever out of this Letter of Intent, nor any document, fact or circumstance connected with the Transactions.

L. Interim Working Capital Facility Guarantee and Security

In order to induce the Purchaser to enter into this Letter of Intent, and to consider committing further resources (including the Interim Working Capital Facility), forego other potential opportunities, and incur legal, accounting and incidental expenses, each of the Trans Emerge Group of Companies and Indemnifiers (for this section hereinafter, the "Borrowers") hereby unconditionally and irrevocably guarantees the payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or no, whatsoever or howsoever incurred of the Borrowers to the Purchaser or its affiliates, whether arising from dealings between the Purchaser and the Borrowers or from other

dealings or proceedings by which the Purchaser or its affiliates may be or become in any manner whatsoever a creditor of the Borrowers, in any currency, whether incurred by any of the Borrowers alone or jointly with another or others and whether as an indemnitor or surety, including interest thereon and all amounts owed by the Borrowers for fees, costs and expenses, as well as for the full performance of the obligations under this Letter of Intent and the Interim Working Capital Facility and payment by each of the Borrowers. Execution of the Letter of Intent shall apply to and be binding upon all Borrowers for the entirety of the indebtedness of the Interim Working Capital Facility (“**Indebtedness**”) on a joint and several basis (the “**Continuing Guarantee**”). The Continuing Guarantee is an unlimited guarantee and the liability of the Borrowers to the Purchaser and its affiliates shall not be limited as to amount.

The Purchaser may, in its sole and absolute discretion, make additional financing available to the Borrowers pursuant to the Interim Working Capital Facility. The Interim Working Capital Facility shall be used solely for purposes approved by the Purchaser, in writing, which purposes may include: (a) funding the costs associated with the restructuring of the Purchaser’s debts; (b) funding the supply of fuel and drivers for the operations of one or more of the Borrowers; (c) making certain payments on behalf of the Borrowers to ensure their continued operations. Any advances made under the Interim Working Capital Facility shall bear interest of eighteen (18%) percent per annum, shall form part of the Indebtedness and may be secured by a general security agreement and PPSA security interest.

Notwithstanding anything to the contrary in this Letter of Intent, each of the Borrowers explicitly acknowledges, confirms and agrees that the Indebtedness is a joint and several obligation of the Borrowers. Each of the Borrowers further covenants and agrees to pay all sums owing in connection with the Indebtedness upon demand, and Purchaser’s books and records shall constitute *prima facie* evidence of the total quantum of the Indebtedness. The Borrowers covenant and agree to provide all such documentation or agreements as may be reasonably requested by the Purchaser to evidence the Interim Working Capital Loan joint and several obligations of the Borrowers. The Borrowers covenant and agree to provide all such documentation or agreements as may be reasonably requested by the Purchaser to evidence the cross collateralized of such security.

Notwithstanding anything to the contrary in the Letter of Intent, this provision shall survive the termination of this agreement.

M. Non-Disclosure and Confidentiality

Except as, and to the extent required by law, without the prior written consent of the other party, neither the Purchaser nor the Vendor nor their respective directors, officers, employees, shareholders, representatives or affiliates shall directly or indirectly make any public comment, statement or communication regarding any of the terms, conditions or other aspects of the Transactions, or other pre-emptive or related discussions between the Parties, for a period of one year from expiry or termination of this Letter of Intent.

Certainly, the Purchaser can disclose the existence and terms of this Letter of Intent to its financial institution, suppliers, prospective lenders (including the BVD Group of Companies), lawyers, accountants and other professional advisors, and any stakeholders on a need-to-know

basis.

N. Costs

The Purchaser and the Vendors shall each be responsible for, and bear all of their own respective costs and expenses (including any commissions, professional fees and other expenses of their representatives) incurred in connection with pursuing or consummating the Transactions. The Indemnifiers shall be responsible and shall pay for any and all commissions relating to the Transactions, and hereby agrees to indemnify the Purchaser and Trans Emerge Group of Companies for any claims or costs with respect to same. It is intended and agreed by the parties that this indemnity shall survive Closing.

General Provisions

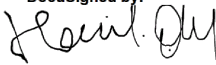
1. **Severability.** If any provision hereof is held to be illegal, invalid or unenforceable in any jurisdiction, such provision shall be deemed to be severed from the remainder of this Agreement with respect only to such jurisdiction and the remaining provisions of this Letter of Intent shall not be affected thereby and shall continue in full force and effect.
2. **Governing Law.** This Letter of Intent and all documents delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrowers hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.
3. **Time.** Time will in all respects be of the essence of this Letter of Intent, and no extension or variation of this Letter of Intent or any obligation hereunder will operate as a waiver or implied waiver of this provision.
4. **Counterparts.** This Letter of Intent may be executed in one or more counterparts, each of which shall constitute an original and binding agreement as and when so executed. PDF and electronic signature shall be deemed to have the same effect as original signatures.
5. **Independent Legal Advice, etc.** Each of the parties to this Letter of Intent (as defined herein) acknowledges and declares that: (a) it has had an adequate opportunity to read and consider this Letter of Intent and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice; (b) it fully understands the nature and effect of this Letter of Intent; and (c) this Agreement has been duly executed voluntarily.
6. **Receipt of Copy.** Each of the parties to this Letter of Intent hereby acknowledges having received a signed copy of this Letter of Intent.

Effect of this Letter of Intent

Subject to its terms, this is a binding Letter of Intent and is intended to create a legal relationship.

If the foregoing meets with your approval, please sign a copy of this letter and return same to the undersigned, prior to the 17th day of November, 2023.


Yours very truly,
1000711945 ONTARIO INC. in trust


DocuSigned by:

A48DFBB94BEF45B...
Per: Harry Mander


I have authority to bind the corporation


We hereby acknowledge our agreement in principle with the terms of the foregoing Letter of Intent.

Dated this 17 day of November, 2023


DocuSigned by:

A696DAB1E29C49F...
WITNESS

DocuSigned by:

A696DAB1E29C49F...
WITNESS

DocuSigned by:

C3ABF6EDDC95486...
Harminder Binapal


DocuSigned by:

3A454C9BEA5447A...
Ashborn Binapal

TRANS EMERGE TRANSPORT INC.

DocuSigned by:

C3ABF6EDDC95486...
Per: Harminder S Binapal, A.S.O.

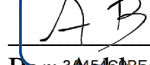
I have authority to bind the Corporation

9258426 CANADA LTD. o/a Trans Emerge Warehousing

DocuSigned by:

C3ABF6EDDC95486...
Per: Harminder Binapal, A.S.O.

I have authority to bind the Corporation

8462992 CANADA LTD. o/a Trans Emerge Logistics

DocuSigned by:

3A454C9BEA5447A...
Per: Ashborn Binapal, A.S.O.

I have authority to bind the Corporation

SCHEDULE "A"
A/R LISTING

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
LEAR CORP	-	785,434.20	459,074.48	4,811.26	7,052.47	1,256,372.41
MAGNA LIGHTING	-	315,754.42	480,306.19	2,347.19	95,274.52	893,682.32
MARTIN BROWER	-	339,042.50	-	-	-	339,042.50
DTXPRESS	-	-	193,800.00	250,000.00	-	443,800.00
MAGNA LIGHTING-USD	-	31,098.78	125,635.49	1,363.69	35,136.30	193,234.26
Shell Lubricants	-	102,451.65	78,331.24	7,628.27	4,214.14	192,625.30
Iron Fox Solutions Inc.	-	-	-	75,000.00	105,087.75	180,087.75
GST/HST refund	-	-	613,647.54	-	-	613,647.54
SAMSUNG SDS AMERICA INC.	-	41,970.64	43,192.50	3,002.00	-	88,165.14
ROYAL CANADIAN SUPPLY CHAIN INC-CAD	-	-	-	-	45,833.00	45,833.00
ACTUAL TIME LOGISTICS GROUP	-	38,878.00	5,550.00	-	-	44,428.00
RGR FREIGHT SERVICES	-	11,475.00	12,950.00	12,150.00	3,900.00	40,475.00
ACTION FORCE TRANSPORT LTD	-	39,550.00	-	-	-	39,550.00
OLDE YORK POTATO CHIPS - USD	-	-	3,043.35	3,047.18	32,792.63	38,883.16
D&D UNITED TRANSPORT INC	-	-	-	-	37,750.00	37,750.00
KHATTRA TRANSPORT INC	-	20,900.00	6,650.00	6,850.00	2,789.08	37,189.08
APOLLO HEALTH AND BEAUTY CARE INC	-	11,643.36	14,275.00	-	-	25,918.36
GOODYEAR TIRE & RUBBER COMPANY	-	18,257.11	7,337.98	-	-	25,595.09
PESTELL MINERALS & INGREDIENTS	-	11,661.00	11,239.00	-	-	22,900.00
GREIF BROTHERS	-	19,947.81	663.39	-	-	20,611.20
FORTE LOGISTICS	-	-	2,000.00	3,575.00	6,425.00	12,000.00
SR CARGO WORLD	-	-	-	-	11,800.00	11,800.00
Gugu And Shammi Trucking Ltd	-	-	-	-	11,400.00	11,400.00
Bombardier - Penske	-	10,821.32	-	-	-	10,821.32
service star freightways inc	1,150.00	2,725.00	-	550.00	6,050.00	10,475.00
Sequel Freight System	-	2,950.00	-	-	6,800.00	9,750.00
TRANS LINK	-	9,600.00	-	-	-	9,600.00
BASRA TRANSPORT INC	-	-	-	-	9,300.00	9,300.00
Weil's Food Processing Ltd.	-	6,405.00	2,800.00	-	-	9,205.00
SAPORITO FOODS INC.	-	6,400.00	2,594.25	-	-	8,994.25
BLACK DEER TRANSPORT INC.	-	2,946.15	-	-	5,939.10	8,885.25
C H ROBINSON-USD	-	-	-	-	8,424.32	8,424.32
OLDE YORK POTATO CHIPS-CAD	-	1,600.00	-	1,050.00	5,500.00	8,150.00
WILRIDE TRANSPORT LTD	-	7,550.00	-	-	-	7,550.00
Right Service Right Choice	7,400.00	-	-	-	-	7,400.00
CANARY YELLOW LOGISTICS LTD	-	3,038.56	4,188.02	-	-	7,226.58
ORGANO INTERNATIONAL INC.	-	2,225.00	5,000.00	-	-	7,225.00
GIGG EXPRESS INC.	-	-	6,500.00	-	-	6,500.00
TURNA LOGISTICS INC.	-	-	-	-	6,400.00	6,400.00
EB BOX COMPANY (674851 ONTARIO LIMITED)	-	6,150.00	-	-	-	6,150.00
VISION TRANSPORTATION	-	-	-	-	6,000.00	6,000.00
DISTRIBUTIONS ALIMENTAIRES LE MARQUIS	-	-	-	-	5,764.50	5,764.50
NSC TRANSPORT INC.	-	-	-	-	5,757.05	5,757.05
RXO LOGISTICS-USD	-	3,601.62	1,904.73	-	-	5,506.35
APEX GLOBAL LOGISTICS INC.	-	5,500.00	-	-	-	5,500.00
KHASRIA TRANSPORT LTD.	-	-	-	-	5,500.00	5,500.00
PROCESS GROUP INC.	-	-	5,424.00	-	-	5,424.00
6476171 Canada Inc. D.B.A ProLogistics C	-	1,500.00	-	-	3,900.00	5,400.00
CARAMEX LOGISTICS INC	-	5,400.00	-	-	-	5,400.00
CONTITECH	-	-	5,368.06	-	-	5,368.06
BOEING TRUCKING INCORPORATED	-	-	-	-	5,176.74	5,176.74
Mighty Expedite	-	4,350.00	800.00	-	-	5,150.00
Nectar Transport Inc	-	-	-	-	5,150.00	5,150.00
ATW LOGISTICS	-	4,800.00	-	-	-	4,800.00
ATLANTIC ROUTE LOGISTICS	-	-	-	4,700.00	-	4,700.00
SHAMROCK TRANSPORTATION	-	-	-	4,500.00	-	4,500.00
OPEN ROAD LOGISTICS LLC	-	-	-	-	4,440.48	4,440.48
SEA POWER LOGISTICS INC	-	4,425.00	-	-	-	4,425.00
NORTH PLUS LOGISTICS	-	-	-	-	4,282.00	4,282.00
SPOTON LOGISTICS	-	-	-	-	4,000.00	4,000.00
ROAD KING BROKERAGE	-	2,700.00	800.00	-	475.00	3,975.00
True North Freight Solutions	-	3,950.00	-	-	-	3,950.00
Shurway Pallet	-	2,115.00	1,825.00	-	-	3,940.00
LODESTAR FREIGHT SOLUTIONS	-	-	-	2,250.00	1,625.00	3,875.00
GODSPEED SUPPLY CHAIN	-	-	-	-	3,713.81	3,713.81
SK LOGISTICS	-	-	-	-	3,700.00	3,700.00
SHAH TRANSPORT LTD	-	-	-	3,600.00	-	3,600.00
THE NORTH TRANSPORT ALBERTA	-	-	-	-	3,595.00	3,595.00
AUTOLOGIC TRANSPORT INC	-	-	-	-	3,500.00	3,500.00
Pro Haulerz Transport Inc	-	3,450.00	-	-	-	3,450.00
MILESTIME INC	-	-	3,375.00	-	-	3,375.00
KHATTRA TRANSPORT INC - USD	-	-	-	3,232.15	-	3,232.15
C-AIR GLOBAL INC.	-	3,200.00	-	-	-	3,200.00

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
DBG TRUCKING INC	-	-	3,150.00	-	-	3,150.00
Trail-Trac Transport Inc - CAD	-	-	-	-	3,050.00	3,050.00
ROLL X FREIGHT INC	-	1,350.00	-	1,500.00	-	2,850.00
able trucking ontario inc	-	-	2,800.00	-	-	2,800.00
DSV ROAD INC.	-	-	2,742.00	-	-	2,742.00
Trail-Trac Transport Inc	-	-	-	-	2,589.32	2,589.32
COURTAGE BGL LTEE	-	2,400.00	-	-	-	2,400.00
INNER CIRCLE TRANSPORT	-	-	-	-	2,400.00	2,400.00
SUNTECK TTS	-	-	-	1,313.66	1,021.27	2,334.93
SUNTECK TRANSPORT CO.LLC	-	-	-	741.51	1,582.56	2,324.07
AUTOMAN EXPRESS	-	-	-	-	2,300.00	2,300.00
S & S FORWARDING LTD-CAD	-	2,300.00	-	-	-	2,300.00
JBT TRANSPORT	-	500.00	-	-	1,700.00	2,200.00
SOUTHERN TRANSPORTATION SYSTEMS	-	-	-	-	2,100.00	2,100.00
HGC	-	1,400.00	-	650.00	-	2,050.00
M K TRANSPORT CO.	-	2,000.00	-	-	-	2,000.00
REDHILL LOGISTICS GROUP INC	-	-	2,000.00	-	-	2,000.00
METRO MTL FREIGHTWAYS LTD	-	-	1,900.00	-	-	1,900.00
GP8 Water	-	1,750.00	-	-	-	1,750.00
Dubo international Logistics IN	-	1,700.00	-	-	-	1,700.00
ECHO	-	-	-	-	1,678.50	1,678.50
BABA MAUR TRANSPORT	-	-	1,600.00	-	-	1,600.00
HARRIER TRANSPORT INC	-	1,550.00	-	-	-	1,550.00
Value Logistics Inc DBA A1 Value	-	-	1,538.20	-	-	1,538.20
FREIGHTWATCH LOGISTICS	-	1,516.02	-	-	-	1,516.02
NETWORK TRANSPORT AND LOGISTICS INC	-	-	1,500.00	-	-	1,500.00
RXO LOGISTICS	-	-	1,451.00	-	-	1,451.00
CANMORE CARRIERS INC.	-	-	-	-	1,450.00	1,450.00
CANAMEX LOGISTIQUE INC	-	-	1,400.00	-	-	1,400.00
Echo Global Logistics	-	-	-	-	1,344.60	1,344.60
Kintetsu World Express, Inc (KWE)	-	1,275.00	-	-	-	1,275.00
XDRIVE TRANSPORT	-	-	-	-	1,250.00	1,250.00
AMAZON	-	-	-	-	1,170.35	1,170.35
Bettaway Traffic Systems, Inc.	-	-	-	-	1,132.99	1,132.99
Trans King Express	-	-	-	-	1,130.00	1,130.00
INTERMARK TRANSPORT - CAD	-	-	-	1,100.00	-	1,100.00
ZOOM LOGISTICS	-	-	-	-	1,100.00	1,100.00
DONINI CHOCOLATE L.P	-	-	1,073.50	-	-	1,073.50
Transport Raghbir Inc	-	-	-	-	1,067.68	1,067.68
DIVERSCO TRANSPORT INC	-	1,050.00	-	-	-	1,050.00
GHOST TRANSPORTATION SERVICES	-	-	-	950.00	-	950.00
Noah's Ark Logistics	-	-	-	-	950.00	950.00
NSI CARRIERS INC	-	950.00	-	-	-	950.00
SEWAK LOGISTICS INC	-	950.00	-	-	-	950.00
ACTUAL TIME LOGISTICS GROUP-USD	-	333.67	602.36	-	-	936.03
ALLEGRO FREIGHT SERVICES INC	-	904.00	-	-	-	904.00
S & S FREIGHT	-	-	900.00	-	-	900.00
LABATT	-	-	-	-	850.00	850.00
ALBION LOGISTICS	-	800.00	-	-	-	800.00
BLACK DEER TRANSPORT INC-CAD	750.00	-	-	-	-	750.00
METAFORCE SHIPPING INC.	-	700.00	-	-	-	700.00
Beyond Transportation	-	-	675.00	-	-	675.00
K AND A CONTRACTING 2006777 ONTARIO LTD	-	650.00	-	-	-	650.00
NATIONWIDE TRANSPORT	-	-	-	-	650.00	650.00
RoadForce Transportation	-	650.00	-	-	-	650.00
Logi-Call Freight Logistics	-	550.00	-	-	-	550.00
TASKER FREIGHT SYSTEMS	-	-	-	550.00	-	550.00
M.S. Padda Trucking inc	-	525.00	-	-	-	525.00
HG TRANSPORT.	-	508.50	-	-	-	508.50
BENCHMARK TRADE SOLUTIONS INC	-	500.00	-	-	-	500.00
MEERAB FREIGHTLINES INC.	-	500.00	-	-	-	500.00
TRIANGLE LOGISTICS SOLUTIONS INC	-	-	500.00	-	-	500.00
MJW Transportation & Logistics Inc.	-	475.00	-	-	-	475.00
MTS LOGISTICS INT	-	-	-	-	475.00	475.00
Westpac Freight Logistics Inc	-	452.00	-	-	-	452.00
BDR INTERNATIONAL LTD - CAD	-	450.00	-	-	-	450.00
QUICK TRANSFRATE INC	-	450.00	-	-	-	450.00
Ensure Freight Inc.	-	-	400.00	-	-	400.00
HERITAGE TRUCK LINES	-	400.00	-	-	-	400.00
STARLINE FREIGHT SERVICES INC	-	-	400.00	-	-	400.00
SUNGRID	-	-	-	-	350.00	350.00
MOLO SOLUTIONS LLC	-	-	-	338.58	-	338.58
OPTIONS TRANSPORTATIONS INC	-	-	-	-	300.00	300.00

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
2321767 ALBERTA LTD dba FREIGHT5	-	-	-	-	266.30	266.30
TRI STAR TRAFFIC & DISTRIBUTION INC	-	-	-	253.84	-	253.84
DESTINATION LOGISTICS	-	250.00	-	-	-	250.00
C.H. Robinson Worldwide, Inc.	-	-	-	-	193.50	193.50
ARNOLD BROS TRANSPORT LTD	-	-	-	-	180.00	180.00
NJ TRANSPORT.	-	-	-	-	150.00	150.00
TRANSPORT GOSSELIN G2	-	-	-	-	137.50	137.50
MC LOGISTICS INC	-	-	135.49	-	-	135.49
TRAFFIC TECH INC	-	-	-	-	109.60	109.60
MGD Logistics	-	90.00	-	-	-	90.00
TOTAL	9,300.00	1,925,346.31	2,123,042.77	397,054.33	547,127.06	5,001,870.47

TRANS EMERGE TRANSPORT- AP as on NOV 16, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
BVD Petroleum USD	-	56,261.10	-	211,724.66	152,294.76	420,280.52
BVD Petroleum CAD	-	54,522.47	-	26,193.92	98,950.57	179,666.96
Snap Premium Finance	-	119,485.82	-	-	-	119,485.82
TPine Leasing Capital Corporation	56,067.99	145,922.88	-	-	-	201,990.87
4REFUEL CANADA LP	-	99,015.40	-	-	-	99,015.40
Daimler Truck Financial	-	159,954.70	-	-	-	159,954.70
Imperial Oil - Key To The Highway	-	78,758.74	-	-	-	78,758.74
Imperial Oil - Key To The Highway.	-	64,019.90	-	-	-	64,019.90
Popular Tire Sales & Services	382.34	12,926.65	54,803.59	3,027.14	-	71,139.72
AUTO HUT TRUCK CENTER	-	-	-	-	58,561.37	58,561.37
RBC Leasing	654.50	55,363.43	1,309.00	-	-	57,326.93
Meridian OneCap (Royal Truck)	12,873.98	15,800.41	15,800.41	-	2,951.46	47,426.26
WSIB	-	-	-	-	35,382.32	35,382.32
ANCHOR TRUCK REPAIR CENTRE	-	-	-	-	41,092.57	41,092.57
TRS	8,201.87	19,165.90	7,395.01	-	-	34,762.78
TIP FLEET SERVICES CANADA LTD (Train Tr.)	-	30,878.38	-	-	-	30,878.38
Anytime Truck & Trailer Repair	-	-	25,317.24	4,978.50	-	30,295.74
LBC Capital	11,153.58	17,895.40	-	-	-	29,048.98
Peace Towing Inc	-	-	-	-	28,843.70	28,843.70
SFJ Inc. & PTC Canada Marketing ULC.- USD	-	-	28,489.08	-	-	28,489.08
Murray's Irving	12,645.33	14,973.43	-	-	-	27,618.76
Exal Truck & Trailer Repair Inc	2,688.59	7,416.94	6,287.21	-	7,994.43	24,387.17
BILKHU WELDING & FABRICATION INC	-	338.99	10,101.21	10,679.07	2,761.70	23,880.97
Breadner Trailers (R And S Trailers)	-	9,435.91	9,435.91	4,050.02	-	22,921.84
Breadner Trailers (R And S Trailers)-USD	-	16,229.04	-	-	-	16,229.04
PNC VF Canada	-	21,112.61	-	-	-	21,112.61
COAST CAPITAL EQUIPMENT FINANCE-CCEFL	-	8,799.08	-	-	8,799.08	17,598.16
ASAP Express & Logistics	2,056.62	9,943.99	4,517.02	-	-	16,517.63
Turnpike Global Technologies Inc	-	1,073.50	1,073.50	1,073.50	13,279.25	16,499.75
House Of Tire Corp.	16,344.32	-	-	-	-	16,344.32
DE LAGE LANDEN FINANCIAL SERVICES CANADA	8,286.09	7,509.97	-	-	-	15,796.06
Purple Fox Consulting Services	-	-	-	15,000.00	-	15,000.00
12043289 Canada Inc.-Malkeet Own Operator	7,134.13	7,134.13	-	-	-	14,268.26
2543662 Ontario Inc. (Jaspreet K)	-	4,813.80	4,520.00	4,182.50	-	13,516.30
10013234 Canada Inc. (Navneet Kaur Sidhu)	-	7,740.50	5,671.50	-	-	13,412.00
ProStar Truck Lube & Wash Inc.	1,136.67	11,352.89	-	-	-	12,489.56
ALL STAR TRUCK REPAIR INC.	-	11,739.55	-	-	-	11,739.55
TransPlus	2,825.00	8,901.63	-	-	-	11,726.63
CloudFlex	4,350.50	-	4,740.35	-	1,455.40	10,546.25
Gravity Truck And Trailer Repair	-	9,705.65	-	-	-	9,705.65
PAN PROPERTIES LIMITED	-	9,689.75	-	-	-	9,689.75
PROREEFER AND MOBILE TRUCK SERVICES	-	-	-	419.57	9,114.89	9,534.46
Can Truck Trailer Parts Inc	-	224.03	6,201.95	2,897.17	-	9,323.15
Super Handlers Inc.	6,178.84	3,097.33	-	-	-	9,276.17
PUNJAB GRAPHICS	-	-	-	-	8,828.00	8,828.00
Mitsubishi HC Capital	8,737.22	-	-	-	-	8,737.22
Smartway Trailer Rentals Inc.	-	2,813.70	-	-	5,806.20	8,619.90
SKYBITZ	-	-	1,700.80	787.18	6,083.62	8,571.60
SpireZone Solutions/ 1000191183 ONT Inc.	-	-	-	-	8,516.44	8,516.44
Lytix, Inc.	-	-	3,946.20	3,946.20	-	7,892.40
Samsara Inc.	-	220.75	2,938.00	3,361.75	-	6,520.50
Bright Janitorial Service	-	4,242.18	-	-	2,121.78	6,363.96
Lottridge Tread Tech	-	-	5,750.23	-	-	5,750.23
Dixie Parts Centre Inc.	-	-	402.37	5,149.74	-	5,552.11
Quick Truck Windshield service	-	519.80	2,293.90	-	2,214.80	5,028.50
Singh Truck & Trailer Repair	-	-	3,852.32	-	264.49	4,116.81
Multi-Line Fastener Supply Co. Ltd.	-	-	-	-	4,087.84	4,087.84
AP TRUCK REPAIRS	-	-	4,034.39	-	-	4,034.39
S & A Partners	-	-	2,260.00	-	1,356.00	3,616.00
QCI Global Compliance Inc.	-	-	-	-	3,115.52	3,115.52
PAK DIESEL	205.42	1,023.28	1,725.01	-	-	2,953.71
RK Printing & Signs	1,627.20	1,243.00	-	-	-	2,870.20
JAIBRO TRUCK PARTS	-	-	-	-	2,864.59	2,864.59
IDEAL LOCK & SERVICE	-	-	-	-	2,757.20	2,757.20
Rose Rocket	-	2,674.77	-	-	-	2,674.77
Dhanbir jaswal professional	-	-	-	-	2,576.40	2,576.40
THE TRUCKING NETWORK INC.	-	-	-	2,534.03	-	2,534.03
HMB Truck and Trailer Repair Inc.	-	-	2,507.09	-	-	2,507.09
Road Train Express Inc.	-	-	-	2,400.00	-	2,400.00
Reefer Sales & Service	-	2,768.50	-	-	-	2,768.50
Auto Hut Collision	-	-	-	-	2,192.20	2,192.20
J.A.M. ATKINSON LTD.	-	-	-	1,808.00	-	1,808.00
Zoom Video Communications Inc.	-	1,799.98	-	-	-	1,799.98
Concentra Bank - Lease	-	1,776.38	-	-	-	1,776.38
PHMG	858.80	429.40	415.28	-	-	1,703.48
ADF Diesel	-	-	-	-	1,630.54	1,630.54
A.P. EXPRESS, LLC	-	437.86	1,165.68	-	-	1,603.54
M M J Transportation, Inc.	-	-	-	-	1,600.00	1,600.00
Velocity Truck Centers	-	-	-	-	1,481.72	1,481.72
Eulix Digital Printers	-	-	1,406.85	-	-	1,406.85
9304-7066 QUEBEC INC.- RGR Freight	-	1,400.00	-	-	-	1,400.00
LOADLINK TECHNOLOGIES	-	1,361.65	-	-	-	1,361.65

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Pneus Elmslie Inc.	-	-	-	1,219.88	-	1,219.88
Anoor Auto Glass	-	-	-	-	1,197.80	1,197.80
Sam Truck Wrackers Inc.	1,145.82	-	-	-	-	1,145.82
Garry Law Office	-	-	1,130.00	-	-	1,130.00
Smart Mart Media Inc	-	-	565.00	565.00	-	1,130.00
Over The Road	-	-	-	-	1,073.50	1,073.50
GABRIEL SALDANA	-	-	-	-	1,061.33	1,061.33
C.DIEDRICK'S TRUCKING INC.	-	-	-	-	1,037.00	1,037.00
Miller Mobile Offices	-	497.20	497.20	-	-	994.40
DAT	-	-	-	-	987.00	987.00
Boss Shop Tulsa	-	-	-	-	969.94	969.94
POPULAR MOTOR EXPRESS	-	-	-	959.94	-	959.94
RUSH TRUCK CENTRES	-	-	-	919.70	-	919.70
DESCARTES	-	-	828.38	-	-	828.38
TransChicago Truck Group	-	-	-	-	798.63	798.63
Classic Towing & Storage	-	-	-	-	758.80	758.80
TRACTION LAVAL 737	-	-	711.59	11.31	-	722.90
FORMCOR Inc.	-	720.94	-	-	-	720.94
Millennium Service Provider Inc.	-	-	-	-	700.00	700.00
Truck & Trailer Repair Express	-	-	-	-	697.69	697.69
PEST CORE SOLUTIONS	-	-	163.85	163.85	327.70	655.40
Hartwick O'Shea & Cartwright Limited	-	-	-	91.23	496.55	587.78
Five Stars Portable Toilets Inc.	-	-	553.25	-	-	553.25
Anthony Junior Inc.	-	-	539.01	-	-	539.01
J.D. Collins Fire Protection Company Inc.	-	-	519.80	-	-	519.80
NIC Federal	-	473.20	-	-	-	473.20
Begley Overhead Doors Limited	-	-	-	429.40	-	429.40
Pestend-6535 Millcreek Drive	-	-	101.70	101.70	203.40	406.80
Meridian OneCap (Forklift)	395.50	-	-	-	-	395.50
SUPERIOR PROPANE	-	-	18.08	113.00	186.21	317.29
ISB Global Services	-	169.86	146.64	-	-	316.50
Amex payable	-	153,977.49	-	-	-	153,977.49
Drivers' Payroll- Sept 30, 2023	-	60,000.00	-	-	-	60,000.00
Drivers' Payroll- Oct 15, 2023	-	270,000.00	-	-	-	270,000.00
Drivers' Payroll- Oct 31, 2023	-	310,000.00	-	-	-	310,000.00
Drivers' Payroll- Nov 15, 2023	-	320,000.00	-	-	-	320,000.00
Staff Payroll - Oct 31 and Nov 15, 2023	-	150,000.00	-	-	-	150,000.00
Payroll Taxes	-	400,000.00	-	-	-	400,000.00
TOTAL	165,950.31	2,789,753.84	225,835.60	308,787.96	529,474.39	4,019,802.10

THIS IS **EXHIBIT “B”** OF THE AFFIDAVIT OF

HARJEET MANDER

SWORN BEFORE ME, THIS 19th DAY OF JANUARY, 2024



***Electronic Signature**

AMRITA MANN (LSO#65996V)
A COMMISSIONER, etc



Profile Report

GRYPHON TRANSPORTATION INC. as of November 09, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	GRYPHON TRANSPORTATION INC.
Ontario Corporation Number (OCN)	2297385
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	August 31, 2011
Registered or Head Office Address	441 Goodyear Road, Napanee, Ontario, Canada, K7R3L2

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	ASHBORN BINAPAL
Address for Service	15103 Regional Road 50, Bolton, Ontario, Canada, L7E3H9
Resident Canadian	Yes
Date Began	July 01, 2023

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

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name ASHBORN BINAPAL
Position Secretary
Address for Service 15103 Regional Road 50, Bolton, Ontario, Canada, L7E3H9
Date Began July 01, 2023

Name ASHBORN BINAPAL
Position President
Address for Service 15103 Regional Road 50, Bolton, Ontario, Canada, L7E3H9
Date Began July 01, 2023

Name ASHBORN BINAPAL
Position Treasurer
Address for Service 15103 Regional Road 50, Bolton, Ontario, Canada, L7E3H9
Date Began July 01, 2023

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V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

GRYPHON TRANSPORTATION INC.

Effective Date

August 31, 2011

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V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

Name	GRYPHON LOGISTICS
Business Identification Number (BIN)	220844583
Status	Inactive - Expired
Registration Date	August 13, 2012
Expired Date	August 12, 2017

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

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Archive Document Package	August 29, 2023
CIA - Notice of Change PAF: ASHBORN BINAPAL	August 14, 2023
CIA - Notice of Change PAF: ROBERT AITKEN	August 14, 2023
CIA - Notice of Change PAF: ARTUR ROMAN SZCZERBA - DIRECTOR	August 22, 2016
CIA - Notice of Change PAF: ARTUR ROMAN SZCZERBA - DIRECTOR	December 08, 2015
Annual Return - 2011 PAF: KRZYSZTOF SZCZERBA - DIRECTOR	May 25, 2013
BCA - Articles of Incorporation	August 31, 2011

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

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

V. Quintanilla W.

Director/Registrar

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

THIS IS **EXHIBIT “C”** OF THE AFFIDAVIT OF

HARJEET MANDER

SWORN BEFORE ME, THIS 19th DAY OF JANUARY, 2024



***Electronic Signature**

AMRITA MANN (LSO#65996V)
A COMMISSIONER, etc

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated:

B E T W E E N:

1000721672 ONTARIO INC.

(“Purchaser”)

- and -

HARMINDER SINGH BINAPAL

(“Vendor”)

- and –

TRANS EMERGE TRANSPORT INC.

(“Corporation”)

- and -

9258426 CANADA LTD., also known as TRANS EMERGE WAREHOUSING (“TEW”)

AND

8462992 CANADA LTD., also known as TRANS EMERGE LOGISTICS (“TEL”)

AND

GRYPHON TRANSPORTATION INC. (“Gryphon”)

(collectively referred to as the “Indemnifiers”)

RECITALS:

1. The Vendor holds legal and beneficial title to all the issued and outstanding shares of the Corporation, all of which are fully paid and non-assessable (the **“Shares”**) as follows:

HARMINDER SINGH BINAPAL – 100 common shares
2. The Vendor is the legal and beneficial owner of all of the outstanding loans owed advanced by the Vendor or any related parties or affiliates (as defined in the Ontario Business Corporations Act) or anyone not dealing at arm’s length with the Vendor (as defined in the Income Tax Act (Canada)) to the Corporation or otherwise owing by the Corporation to the Vendor which remain outstanding as of the Closing Date and which will be more particularly set out in the Closing Financial Statements (the **“Shareholder Loans”**) as evidenced on the Financial Statements of the Corporation.
3. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares and the outstanding Shareholder Loans upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises, the mutual covenants, representations and warranties set out in this Agreement, and of other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement, unless the subject matter or context is inconsistent therewith:

“Act” means the Business Corporations Act (Ontario), as amended or restated, or any successor legislation to the same effect;

“Agreement” means this share purchase agreement, all attached schedules and any agreement or schedule supplementing, amending, modifying or restating this agreement. All uses of the words “hereto”, “herein,” “hereof,” “hereby” and “hereunder” and similar expressions refer to this Agreement and not to any particular section or portion of it. References to an Article, Section, Subsection or Schedule refer to the applicable article, section, subsection or schedule of this Agreement;

“Applicable Law” means any statute, law, ordinance, rule, regulation, regulatory policy, by-law (zoning or otherwise), order, judgment, decree or restriction of any kind whatever that applies to the Vendor, the Corporation, the Assets, the Premises, the Business, the way the Business is carried on or to any of the Shares;

“Articles” means, at any time, any and all constating documents and by-laws of the Corporation at the date hereof.

“Assets” means all undertakings, property, assets, rights and interests of the Corporation and certain assets of Gryphon, including the following:

- (a) all trucks and trailers used in the operation of the Business and as further described in the list of Included Assets (**“Trucks and Trailers”**) as set out in **Schedule “A”** attached hereto;
- (b) all customer and/or client lists of the Business (**“Customer List”**) as set out in **Schedule “B”** attached hereto and all customer and/or clients of Gryphon (hereinafter referred to as **“Gryphon”**);
- (c) all work in progress and corporate opportunities and the benefit of all orders in existence on the date of closing of the Corporation and Gryphon (**“Work in Progress”**);
- (d) cash and accounts receivables of TEW, TEL, the Corporation and Gryphon;
- (e) all prepaid expenses and deposits of TEW, TEL and the Corporation;
- (f) all applicable lease agreements with respect to the Premises (**“Leases”**) as set out in **“Schedule “C”** hereto;
- (g) all work in progress and corporate opportunities and the benefit of all orders in existence on the Closing Date (**“Work in Progress”**);

- (h) all intellectual property rights of the Vendor pertaining to the Business ("**Intellectual Property Rights**");
- (i) all tax refunds, including any HST refunds; and
- (j) all goodwill pertaining to the Business, including, without limitation, the exclusive right of the Purchaser to represent itself as carrying on the Business in continuation of and in succession to the Vendor, the right to use any words indicating that the Business is so being carried on, the name of the Vendor, the telephone numbers and websites used in the Business, trade secrets, trademarks, trade names, licenses (including, but not limited to, the commercial vehicle operator's registration certificate ("**CVOR Certificate**"), and the motor carrier number ("**MC Number**") and other intangibles ("**Goodwill**").

"**Business**" means a trucking transportation, warehousing, logistics and ancillary businesses located at the following leased premises: Units 78-82, 6535 Millcreek Drive, Mississauga, Ontario, 6789 Millcreek Drive, Mississauga, Ontario, 120 Adam Street, Belleville, Ontario and 190, boulevard Bellerose Ouest, Laval, Quebec (collectively the "**Premises**") operated by the Corporation, TEW and TEL;

"**Business Day**" means any day of the week other than a Saturday, Sunday or statutory or civic holiday observed in Toronto, Ontario;

"**BVD Group**" means BVD Capital Corporation, BVD Equipment Finance Inc., BVD Petroleum Inc. or any of their affiliates;

"**Claim**" means either a Vendor's Claim or a Purchaser's Claim, as the case may be;

"**Closing**" means the completion of the sale to, and purchase by, the Purchaser of the Shares and all other transactions contemplated by this Agreement. Notwithstanding the date and time of completion, the completion of the transfer of the Shares shall be effective as of the Closing Time;

"**Closing Date**" means the date of this Agreement, or such date which may be agreed upon by either party providing written notice to the other, or such other Business Day as the Parties agree in writing as the date that the Closing shall take place;

"**Closing Documents**" means any document, instrument, undertaking or agreement delivered at or subsequent to the Closing Time pursuant to this Agreement or in connection with the Closing of the transactions contemplated by this Agreement including, but not limited to, the leases, Non-Competition, Non-Solicitation and Confidentiality and Restrictive Covenant Agreement ("**Non-Compete Agreement**") in the form set out in **Schedule "D"** attached hereto and hereinafter referred to;

"**Closing Financial Statements**" shall have the meaning outlined Section 2.5 hereof;

"**Closing Tax Returns**" means the corporate income tax returns of the Corporation for the period of time ending prior to the Closing Time;

"**Closing Time**" means 12:00 am on the Closing Date or such other times on that date as the Parties agree in writing that the Closing shall take place;

"**Corporation**" has the meanings ascribed thereto at the outset of this Agreement;

“Encumbrance” means any encumbrance of any kind whatever and includes, without limitation, a security interest, mortgage, lien, hypothec, pledge, hypothecation, assignment, charge, trust or deemed trust (whether contractual, statutory or otherwise arising), or any other right or claim of others of any kind whatsoever;

“Environmental Laws” means all Applicable Laws pertaining to environmental or occupational health and safety matters, in effect as at the date hereof and the Closing Date, including, without limitation, those pertaining to reporting, licensing, permitting, investigation, remediation and clean-up in connection with any presence or release of a Hazardous Substance or threat of same or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling and the like of a Hazardous Substance;

“Financial Statements” means the unaudited financial statements of the Corporation for its fiscal year ending December 31, 2021, A/P Aging Summary as of December 13, 2023, Scotia Bank Reconciliation Detail for the period ending December 13, 2023, Balance Sheet and Statement of Earning & Retained Earnings dated December 13, 2023 and Payroll Taxes Payable, copies of which are attached hereto as **Schedule “F”**;

“GAAP” shall have the meaning outlined in Section 1.3 hereof;

“Governmental Agency” means the governments of the Province of Ontario, municipal governments therein, or the federal government and any executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or any person, body, department, bureau, agency, board, tribunal, commission branch or office thereof;

“Hazardous Substance” means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Agency and any “contaminants”, “dangerous substances”, “hazardous materials”, “hazardous substances”, “hazardous wastes”, “industrial wastes”, “liquid wastes”, “pollutants” and “toxic substances”, all as defined in, referred to or contemplated in federal provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters;

“Interim Working Capital Facility” has the same meaning as set out in the Letter of Intent between Harminder Binapal, Ashborn Binapal, Trans Emerge Transport Inc., 9258426 Canada Ltd. o/a Trans Emerge Warehousing, 8462992 Canada Ltd. o/a Trans Emerge Logistics, and its affiliates, and 1000711945 Ontario Inc. dated November 17, 2023 (**“LOI”**).

“Parties” means the Corporation, the Purchaser, the Vendor and the Indemnifiers collectively, and “Party” means any one of them;

“Person” includes an individual, body corporate, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other entity recognized by law;

“Permitted Encumbrances” means any Encumbrances which the Purchaser agrees in writing to assume, as further set out in **Schedule “G”** and subject to any and all leases for Trucks and Trailers, any consents or approvals by the secured creditor, to be obtained by the Vendor at its sole cost, as required by the Purchaser;

“Pre-Closing Transactions” means the transfer of the assets of TEW and TEL to TET, free and clear of any encumbrances and the assignment of the Tpine leases over the Trucks and Trailers as well as the assignment of any Leases of the Premises in the name of TEL or TEW as tenants to TET;

“Prime Rate” for any day means the rate of interest expressed as a rate per annum that the Royal Bank of Canada establishes at its head office in Toronto as the reference rate of interest that it will charge on that day for Canadian dollar demand loans to its commercial customers in Canada and which it at present refers to as its prime rate;

“Purchase Price” means the aggregate purchase price to be paid by the Purchaser to the Vendor for the Shares and Shareholder Loans;

“Purchaser’s Claim” means the aggregate amount of all claims, demands, actions, causes of action or liabilities which the Purchaser is obliged to pay and all damages, losses, costs or expenses, including without limitation all reasonable legal expenses, that the Purchaser incurs after the Closing Time as a result of, with respect to, or arising out of: (i) an inaccuracy of any representation or warranty in this Agreement or any of the Closing Documents of the Vendor; (ii) a failure of the Vendor or the Corporation to fulfill any of the Vendor’s or the Corporation’s covenants or obligations in this Agreement or any of the Closing Documents executed and/or delivered by the Vendor or the Corporation or on their behalf to the Purchaser or its solicitors; (iii) any debts, indebtedness or liabilities of the Corporation, the Business, the Vendor or relating to the Assets or Shares, existing as of, accrued or relating to the period up to the Closing Time (whether or not arising prior to or after the Closing Time) or which arise as a result of the Closing including, without limitation, all contingent liabilities which the Corporation becomes obligated to pay and which exist at the Closing Time; (iv) any assessment for any taxes relating to the Corporation for any period up to the Closing Time and/or any reassessment of taxes including, without limitation, income, corporate sales, excise or other tax (and all interest and/or penalties relating thereto) in respect of which tax returns have been filed before the Closing Date or which are filed after the Closing Date and which relate to the period up to and including the Closing Time; (v) any breach by the Vendor or the Corporation of any Applicable Law prior to the Closing Time; (vi) all costs and expenses, including legal fees, in respect of any of the foregoing and/or (vii) in respect of any independent contractors being determined as Staff by any governmental or quasi governmental body; and (viii) any other indemnities provided for or contemplated in this Agreement.

“Staff” means those employees, drivers and independent contractors of the Corporation who are employed at the Business immediately prior to the Closing Date, as set out in **Schedule “H”**;

“Vendor’s Claim” means the aggregate amount of all claims, demands, actions, causes of action or liabilities which the Vendor is obliged to pay and all damages, losses, costs or expenses, including all reasonable legal expenses, that the Vendor incurs after the Closing Date as a result of, with respect to or arising out of: (i) an inaccuracy of any representation or warranty in this Agreement or any of the Closing Documents of the Purchaser; or (ii) a failure of the Purchaser to fulfill any of the Purchaser’s covenants or obligations in this Agreement or any of the Closing Documents executed and/or delivered by the Purchaser or on its behalf to the Vendor or its solicitors.

1.2 Statutes

A reference in this Agreement to a statute refers to that statute as it may be amended, or to any restated or successor legislation of comparable effect, unless that reference is to the statute as it existed at a particular date.

1.3 Generally Accepted Accounting Principles

For the purposes of this Agreement, any reference to “Generally Accepted Accounting Principles” or “GAAP” shall be deemed to refer to the Canadian Accounting Standards for Private Enterprise also referred to as ASPE (PE GAAP). Where the Canadian Professional Accountants Canada includes a recommendation in its Handbook concerning the treatment of any accounting matter, such recommendation shall be regarded as the only Accounting Principle applicable to the circumstances that it covers and references herein to “Generally Accepted Accounting Principles” (“GAAP”) shall be interpreted accordingly. All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with ASPE (PE GAAP).

1.4 Headings

The division of this Agreement into Sections, Subsections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Article, Section, Subsection and Schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Agreement.

1.5 Entire Agreement

This Agreement, the Schedules hereto and together with the Closing Documents, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement or in the Closing Documents.

1.6 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.7 Schedules

The following Schedules form part of this Agreement:

- Schedule “A”** - Trucks and Trailers
- Schedule “B”** - Customer List
- Schedule “C”** - Leases (Premises)
- Schedule “D”** - Non-Compete Agreement
- Schedule “E”** - Intentionally Deleted

Schedule “F”	-	Financial Statements
Schedule “G”	-	Permitted Encumbrances
Schedule “H”	-	Staff
Schedule “I”	-	Licences and Permits
Schedule “J”	-	Material Contracts
Schedule “K”	-	Claims

1.8 Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the federal laws of Canada applicable therein (in each case, excluding any conflict of laws, rule or principle which might refer such interpretation to the laws of another jurisdiction). Each Party irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.

1.9 Currency

Unless specified otherwise, all statements of or references to dollar amounts in this Agreement are to lawful money of Canada.

1.10 Tender

Any tender of documents or money hereunder may be made upon the Parties or their respective counsel and money shall, in respect of Closing, be tendered by official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank.

1.11 Amendment

This Agreement may be amended or supplemented only by a written agreement signed by each Party.

1.12 Number and Gender

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.13 Joint and Several

The covenants and the representations made herein by the Vendor or the Indemnifiers shall be considered to be joint and several and shall apply to each and every one of them.

1.14 Materiality

In this Agreement “**Material**” means, when used as an adjective, that any breach, default or deficiency in the satisfaction of any covenant, representation or warranty so described might reasonably:

- (a) give rise to an aggregate remedial cost (including consequential loss and loss of profit) of more than \$1,000.00, in any individual instance, or more than \$5,000 collectively in any greater number of instances, where all such instances arise pursuant to multiple breaches of the same covenant, representation or warranty; or
- (b) where no adequate remedy is reasonably available, result in disturbance in the ordinary conduct of the Business of an aggregate cost properly attributable to such disturbance (including consequential loss and loss of profit) of more than \$5,000 and “Materially” shall have the corresponding meaning.

ARTICLE 2 - PURCHASED SHARES/SHAREHOLDERS LOANS AND PURCHASE PRICE

2.1 Purchase and Sale of Shares and Shareholders Loans

On and subject to the terms and conditions hereof, the Purchaser agrees to purchase the Shares and the Shareholders Loans and the Vendor agrees to sell and transfer the Shares and the Shareholders Loans to the Purchaser all as provided in this Agreement, free and clear of all Encumbrances save and except for those lease agreements related to the Permitted Encumbrances attached as **Schedule “G”** herein.

2.2 Purchase Price & Allocation

- (a) The aggregate Purchase Price for the Shares and the Shareholders Loans, subject to the Purchase Price Adjustments, shall be Ten Dollars (CDN\$10.00).
- (b) The Purchase Price shall be allocated firstly as to the purchase of the Shareholders Loans with the balance of the Purchase Price payable in respect of the Shares.

2.3 Premises

On Closing, the Premises shall be in the state of vacant possession as of the Closing Date unless otherwise specifically provided in this Agreement.

2.4 Payment of Purchase Price

The sum of Ten (\$10.00) Dollars by wire transfer payable to the Vendor’s solicitor, in trust, subject to mutually agreed upon adjustments and escrow conditions.

- 2.5 Deemed Year End** – The Vendor shall cause the Corporation, TET, TEL and Gryphon, at the Vendor’s sole expense, to prepare Closing Financial Statements on a review engagement basis up to and including the tax year end caused by the completion of this Agreement, together with all tax returns related to income taxes of, or for, the Corporation, TET, TEL and Gryphon for any taxation period ending before the Closing Date. All tax returns shall be prepared accurately and in compliance with all Applicable Laws. The Financial Statements and all tax returns relating to income taxes for the taxation period ending on the Closing Date, including the Interim Financial Statements, shall be provided to the Purchaser for its review and approval, acting reasonably, and, to that end, the Vendor shall provide the Purchaser with the draft Closing Financial Statements and tax returns within on or prior to ninety (90) days after the Closing Date. The tax returns for the taxation period ending on the Closing Date will be filed with the appropriate taxation

authorities on or prior to the applicable due date in accordance with the terms and conditions of this Agreement.

2.6 Liabilities – It is the intention of the Parties that as of the Closing Date, the Vendor shall be responsible for the payment of all accounts payable and other liabilities of the Corporation accruing to the Closing Date, including without limitation, all Staff, related liabilities including salaries, bonuses and accrued vacation pay, and all amounts due to related parties, save and except for the liabilities owing to Royal Bank of Canada, BVD Group of Companies and any leases for Trucks and Trailers. The Purchase Price shall be adjusted downwards by subtracting from the Purchase Price the aggregate amount of all due, unpaid and/or accrued liabilities and accounts payable of the Corporation as of the Closing Time, which liabilities shall include, without limitation, any and all taxes accrued, payable and/or owing by the Corporation prior to the Closing Time, any salary and/or benefits payable, any trade payables, related party liabilities, shareholder loans, accrued liabilities and other indebtedness of the Corporation as of the Closing Time, if any (the “**Closing Liabilities**”). Any Shareholder Loans as at the Closing Time will be removed from the Corporation’s balance sheet by way of dividend to the Vendor prior to the Closing Time, assigned for \$1.00 in aggregate or otherwise dealt with in manner satisfactory to the Purchaser, Vendor and their accountants. Any revenue generated from the date of November 17, 2023 shall belong to the Purchaser.

In addition, with respect to the Accounts Receivable, the Vendor agrees to provide the Purchaser with an updated list or copy of the Accounts Receivable margin reports due and owing as of the Closing Time as of the day on the Closing Date. Outstanding amounts that remain owing under the Accounts Receivable shall be deemed to be assigned and transferred to the Vendor, or as duly directed, for the sum of \$1.00 in the aggregate and the Purchase Price shall not be further adjusted or otherwise modified subsequent to the Closing Date for any further items arising from the Closing Financial Statements.

2.7 Assets

The Corporation shall retain and be entitled to all cash and Accounts Receivable of the Corporation, which assets shall remain in the Corporation and be for the benefit of the Purchaser.

2.8 Tax Indemnification

The Vendor and Indemnifiers hereby indemnify the Purchaser and the Corporation and hold them harmless from any and all losses, Purchaser’s Claims, liabilities and expenses, including interest, penalty and legal and accounting fees, resulting from or arising out of Taxes levied or assessed by any taxing authority, whether arising under the Income Tax Act (Canada) or any other federal or provincial tax legislation, in respect of the Business and operations of the Corporation, for all periods up to the Closing Date. Such indemnification does not restrict or limit the Purchaser’s rights and remedies in case of any non-compliance with or breach of any representation, warranty or covenant by the Vendor, whether or not the Purchaser becomes aware thereof before or after the Closing Date. This Indemnity shall survive Closing.

2.9 Delivery of Certificates and Assignment of Shareholders Loans

- (a) The Vendor shall transfer and deliver to the Purchaser at the Closing Time share certificates representing the Shares duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank, and shall cause the Corporation to enter the Purchaser or its nominee(s) on

the books of the Corporation as the holder of the Shares and to issue one or more share certificates representing the Shares to the Purchaser or its nominee(s).

- (b) The Vendor shall deliver an Assignment of all of the Shareholders Loans at the Closing Time in favour of the Purchaser.
- (c) The Vendor shall duly transfer any Trucks and Trailers previously owned by TEW and TEL to the Corporation or as the Purchaser otherwise directs.
- (d) The Vendor shall deliver undated resignations of all current officers and directors of the Corporation at the Closing Time, but shall remain a director until such time as the Purchaser determines.

2.10 Place of Closing

The Closing shall take place at the offices of Simmons da Silva LLP, 200-201 County Court Boulevard, Brampton, Ontario L6W 4L2, or at such other place as may be agreed upon by the Vendor and the Purchaser.

2.11 Closing Date

The Closing shall take place at 4:00 p.m. on the Closing Date or the first Business Day thereafter if such date is not a Business Day effective as at the Closing Time. Notwithstanding the foregoing, at any time prior to the Closing Time, the Purchaser shall retain a one time only option to extend the then scheduled Closing Date for a period not exceeding five (5) Business Days in the aggregate, solely for the purposes of completing its financing arrangements and documentation with its lender, by delivering a written notice to the Vendor or the Vendor's solicitors on or before the then scheduled Closing Date.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND INDEMNIFIERS

The Vendor and the Indemnifiers, jointly and severally, represent and warrant to the Purchaser as set out in the following Sections of this Article and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the purchase of the Shares and the Shareholders Loans and the Purchaser's completion of the transactions contemplated by this Agreement.

3.1 Corporate Matters

- (a) **Incorporation.** The Corporation is a corporation duly incorporated, organized and validly existing under the laws of Ontario.
- (b) **Capacity to Carry on Business.** The Corporation has all necessary power and authority to own and lease its assets and property and to carry on the Business as at presently conducted. The Corporation possesses all licences, approvals, permits, franchises, rights and privileges material to the conduct of the Business or the ownership of its Assets. Neither the nature of the Business nor the location or the character of the Business, its customers or Assets requires the Corporation to be registered, licensed or otherwise qualified as an extra-provincial or foreign corporation or to be in good standing in any jurisdiction other than the Province of Ontario where it is duly registered, licensed or otherwise qualified and in good

standing. All of the licences and permits of the Corporation are set out in **Schedule "I"**.

3.2 Capital of the Corporation and Articles

The authorized capital of the Corporation consists of an unlimited number of shares of one class to be designated as common shares of which 100 common shares have been validly issued and are outstanding as fully paid and non-assessable shares. True and correct copies of the Articles have been provided to the Purchaser prior to the date hereof.

3.3 Title to Shares

The Shares are owned by the Vendor beneficially and of record.

On Closing the Purchaser shall acquire good and marketable title to the Shares, free and clear of all Encumbrances. The Shares constitute all of the issued and outstanding Shares of the Corporation. There are no restrictions on the transfer of the Shares except those set forth in the Articles.

3.4 No Options

- (a) No options, warrants, or other rights for the purchase, subscription or issuance of Shares or other shares or securities of the Corporation or securities convertible into or exchangeable for shares of the Corporation have been authorized or agreed to be issued or are outstanding.
- (b) No Person other than the Purchaser has any agreement, option or right, or any right capable of becoming an agreement or option for the purchase from the Vendor of any of the Shares.
- (c) No Person other than the Purchaser has any agreement, option or right, or any right capable of becoming an agreement or option, to purchase from the Corporation any of its Assets.

3.5 Enforceability of Obligations

This Agreement has been duly executed and delivered by the Vendor, the Corporation and the Indemnifiers and constitutes a valid and binding obligation of the Vendor, the Corporation and the Indemnifiers enforceable against each of them in accordance with its terms.

3.6 Absence of Conflicting Agreements

Neither the execution and delivery of this Agreement or any Closing Document by the Vendor or the Corporation nor the consummation of the transactions contemplated hereby will contravene or violate in any respect or result in any breach of (with or without the giving of notice or lapse of time or both) or acceleration of any obligation under:

- (a) any Applicable Law;
- (b) the Articles, by-laws, directors or shareholders resolutions of the Corporation;

- (c) the provisions of any contract or agreement (including, without limitation, any shareholders' agreement) to which the Corporation or the Vendor is a party or by which the Vendor or the Corporation or any of its Assets are bound.

No consent, approval, order or authorization of, or registration, declaration or filing with any Governmental Agency is required by the Vendor or the Corporation with respect to the Business or the Assets in connection with the execution, delivery and performance of this Agreement or the Closing Documents or the transactions contemplated hereby except the filing of notices of change of directors and officers with the Ministry of Consumer and Business Services.

3.7 The Financial Statements

The Financial Statements and the Closing Statements:

- (a) have been (and in the case of the Closing Statements, will be) prepared in accordance with GAAP, applied on a basis consistent with that of the preceding periods;
- (b) are true, complete and accurate in all material respects; and
- (c) present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Corporation and the results of the operations of the Corporation as at the dates thereof and for the periods covered thereby;

No information has become available to the Corporation or the Vendor that would render the Financial Statements incomplete or inaccurate.

3.8 Undisclosed Liabilities

The Corporation has no debts, obligations or liabilities (whether accrued, absolute, contingent or otherwise) of any kind except:

- (a) liabilities disclosed or provided for in the Financial Statements; and
- (b) liabilities incurred in the ordinary course of business since the date of the Financial Statements, are not, in the aggregate, Material to the Business, Shares, Assets, and/or the financial condition or results of operations of the Corporation, and do not violate any covenant contained in this Agreement or constitute a breach of any representation or warranty made in or pursuant to this Agreement. Without limiting the foregoing, there are reflected or reserved against in the Financial Statements all Material liabilities of a type required to be so reflected or reserved against under GAAP which the Vendor knows or had reasonable grounds to know there was a basis for asserting against the Corporation.

3.9 Absence of Changes

Since the date of the Financial Statements:

- (a) the Corporation has conducted the Business and its ownership of its Assets in the ordinary course;

- (b) there has not been any change in the condition of the Business or the Assets or the financial condition or results of operations of the Corporation or the Business other than changes in the ordinary course of business, and such changes have not, either individually or in the aggregate, been Materially or have had or may be reasonably expected to have, either before or after the Closing Time, a Material effect on the Corporation, the Business, the Assets or the future prospects of the Corporation or the Business; and
- (c) there has not been any damage, destruction, loss, labour trouble or other event, development or condition of any character (whether or not covered by insurance) Materially affecting the Corporation, the Business, the Assets or the future prospects of the Corporation or the Business.

3.10 Absence of Unusual Transactions

Since the date of the Financial Statements the Corporation has not:

- (a) transferred, assigned, sold or otherwise disposed of any of the Assets or cancelled any debts or claims except in the ordinary course of Business;
- (b) paid or incurred any obligation or liability (fixed or contingent) other than obligations or liabilities included in such balance sheet and obligations and liabilities incurred since the date thereof in the ordinary and normal course of Business;
- (c) settled any liability, claim, dispute, proceedings, suit or appeal pending against it or against any of the Assets;
- (d) suffered an operating loss or any extraordinary loss, or waived or settled any rights of material value, or entered into any commitment or transaction not in the ordinary course of business, where such loss, rights, commitment or transaction is or would be material in relation to the Corporation, the Assets or the Business or the future prospects of the Corporation or the Business;
- (e) except in the ordinary course of business, increased the compensation paid or payable to its existing Staff or increased the benefits to which such Staff are entitled under any benefit or pension plan of the Corporation or created any new benefit or pension plan for any such Staff;
- (f) created any Encumbrance on the Assets or on any of the Shares or suffered or permitted any such Encumbrance that has arisen on the Shares or on the Assets since that date to remain;
- (g) changed its accounting practices or policies;
- (h) become aware of the passing of any Applicable Law that might reasonably be expected to have an adverse affect on the Corporation, the Shares, the Business, the Assets or the future prospects of the Corporation or the Business or the ownership of the Shares;
- (i) issued or sold any shares in its capital or any warrants, bonds, debentures or other securities or issued, granted or delivered any right, option or other commitment for the issuance of any such securities;

- (j) declared or made any payment of any dividend or other distribution in respect of any shares in its capital or purchased or redeemed any such shares;
- (k) amended or changed or taken any action to amend or change its Articles or by-laws; or
- (l) authorized or agreed or otherwise become committed to do any of the foregoing.

3.11 Tax Matters

The Corporation is not liable for any taxes, levies, duties, penalties, fines, assessments or other imposts of any nature or kind due and unpaid at the date hereof in respect of its income, Business, Assets, capital, GST, HST, sales tax, gross receipts, real property gains, goods and services, harmonized sales tax, license, employment, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security or similar, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, excise tax, payroll taxes or for the payment of any other taxes, levies, governmental charges or assessments or installment of any kind whatsoever (hereinafter "**Taxes**") due in respect of its current or any previous taxation year and, except as aforesaid, no such Taxes, assessments, imposts, fines or penalties are required to be reserved against. All expenditures of the Corporation in the current fiscal year are, as a result of having been incurred for business purposes and being reasonable, deductible for income tax purposes. The Corporation is not in default in filing any returns or reports covering any foreign or Canadian federal, provincial or municipal or local Taxes, levies, duties, assessments or other imposts in respect of its income, business, Assets or property. The Corporation has filed in a timely manner all reports or returns with respect to income, capital, sales, excise, GST, HST, value added, business, Assets and property taxes and all other Taxes and customs duties which it is required to file and has paid all Taxes and duties as shown on such reports or returns to the extent such Taxes or duties have become due and has paid all assessments it has received. Federal Canadian income tax assessments have been issued to the Corporation and all predecessor entities covering all past periods through the fiscal year ended November 30, 2023, and such assessments, if any amounts were owing in respect thereof, have been paid and only the fiscal years subsequent to such year remain open for reassessment of additional Taxes. There are no currently outstanding reassessments or questions which have been issued or raised by any Governmental Agency relating to any such reports or tax returns. The Corporation has withheld, collected and paid to the proper Governmental Agency all Taxes required to have been withheld, collected and paid including, without limitation, in connection with (i) amounts paid, credited or owing to any Staff, creditor, shareholder, non-resident of Canada or other third party, and (ii) goods and services received from or provided to any Person.

3.12 Books and Records

The books and records of the Corporation are fully and accurately maintained and the books of account provide for all Taxes and governmental charges of whatsoever kind and nature that have become or may become due and payable on or before the Closing Time. The provisions and reserves in the books of account of the Corporation in respect of same, together with the provisions and reserves in respect of Taxes charged upon income for which returns have been filed but for which no assessments have yet been received or determined, are adequate and the Vendor knows of no basis for any additional assessment for any of such years for which adequate provision has not been made. The minute books of the Corporation are true, complete and accurate and reflect all actions taken and resolutions passed by the directors and shareholders of the Corporation since the date of incorporation and all such meetings were duly called and held

and the share certificate books, register of shareholders, register of transfer and registers of directors and officers are complete and accurate.

3.13 Material Contracts

Other than the contracts, true and complete copies of which are attached as **Schedule “J”** (the **“Contracts”**), and various loan and security agreements in favour of Roynat Inc., Interim Working Capital Facility and BVD Group, neither the Corporation nor the Vendor is a party to or bound by any Material contract, agreement or commitment, whether oral or written, which relates to the Business, the Corporation, the Premises, the Shares or the Assets. The Contracts are all in good standing and in full force and effect unamended and no Material default or breach exists in respect of them on the part of the Corporation or any of the parties to them and no event has occurred which, after the giving of notice of the lapse of time or both, would constitute such a default or breach; the foregoing includes all the presently outstanding Material contracts entered into by the Corporation in the course of carrying on the Business.

Any Contracts contained in **Schedule “J”** which are not fully executed were lost but were fully executed, valid and binding and are now valid and binding and such unsigned Contracts are true and accurate and have not been amended or terminated.

3.14 Absence of Guarantees

The Corporation has not given nor agreed to give, and is not a party to or bound by, any guarantee of indebtedness or other obligations of third parties nor any other commitment by which the Corporation is, or is contingently, responsible for such indebtedness or other obligations, other than the Roynat Inc. Guarantee, which is to be released on Closing.

3.15 Absence of Conflicting Agreements

Neither of the Vendor or the Corporation is a party to, bound or affected by or subject to, nor are any of their respective properties, Assets or Shares bound or affected by or subject to, any indenture, mortgage, debenture, security agreement, lease, agreement, instrument, provision in its Articles or by-laws, statute, regulation, rule, judgment, order, decree, law or restriction of any nature which would be violated, contravened, breached by, or under which default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions contemplated hereby.

3.16 Restrictions on Business

Except as disclosed in this Agreement, the Corporation is not a party to any agreement, indenture, mortgage, debenture, security agreement, lease, agreement or instrument, or subject to any restriction in the Articles or by-laws or subject to any restriction imposed by regulatory authorities having jurisdiction over it or subject to any statute, order, regulation or rule or to any writ, judgment, injunction or decree of any court or federal, provincial, municipal or other governmental department, commission, board or instrumentality which might prevent or interfere with the ownership of its Shares or which may limit or restrict or otherwise adversely affect the Business, Assets, Premises, properties, Shares, Corporation or financial condition or prospects of the Corporation or the Business, other than statutory provisions and restrictions of general application to its particular business.

3.17 Compliance with Applicable Law

The Corporation has conducted and is conducting the Business in compliance with all Applicable Laws, and not in breach of any Applicable Laws. There are no material restrictions on the right of the Corporation to operate the Business nor on the use of or ownership of any of the Assets.

3.18 Staff

- (a) **Schedule "H"** is a list of all Staff and contains:
- (i) the names, titles, ages, positions, date of hiring, work hours, salaries and benefits of all current Staff paid on an hourly basis, employed or engaged by the Corporation on the date hereof on a full- or part-time basis and including, without limitation, all individuals who may be considered to be Staff of the Corporation pursuant to applicable law or equity, notwithstanding that they may have been laid off or terminated;
 - (ii) the date each such Staff was hired by the Corporation or its predecessor corporations;
 - (iii) the hourly rate and rate of annual remuneration of each such Staff as at the date hereof and the dates and amounts of the most recent salary increases; and
 - (iv) particulars of all other material terms and conditions of employment or engagement of such Staff, including benefits and positions held.
- (b) No Staff intend to leave the employ of the Corporation as a result of the transactions contemplated by this Agreement.
- (c) Employment Contracts and Government Withholdings--Subject to applicable statutory rights, the Corporation is not a party to any written contracts of employment with any of its Staff (other than any union Staff governed by a Collective Agreement) or any oral contracts of employment which are not terminable on the giving of reasonable notice and/or severance pay in accordance with applicable law and no inducements to accept employment with the Corporation were offered to any such Staff which have the effect of increasing the period of notice of termination to which any such Staff is entitled. The Corporation has deducted and remitted to the relevant governmental authority or entity all income taxes, unemployment insurance contributions, Canada Pension Plan contributions, provincial employer health tax remittances and any taxes or deductions or other amounts which it is required by statute or contract to collect and remit to any governmental authority or other entities entitled to receive payment of such deduction.
- (d) Employment Payments by the Corporation to Date of Closing--The Corporation has paid to the date of this Agreement all amounts payable on account of salary, bonus payments, commission and compensation of any kind to or on behalf of any and Staff.
- (e) Workers' Compensation--All levies under the Workplace Safety and Insurance Act, 1997 (Ontario), or under the workers' compensation legislation of any other jurisdiction where the Corporation carries on the Business, have been paid by the Corporation.

- (f) Labour Matters--Except as listed in **Schedule “H”** there is no:
- (i) unfair labour practice complaint under The Canada Labour Code against the Corporation pending before the federal or provincial labour tribunals or any similar agency or body having jurisdiction therefor;
 - (ii) labour strike threatened against or involving the Corporation;
 - (iii) certification application outstanding respecting the Staff;
 - (iv) grievance or arbitration proceeding or governmental proceeding relating to the Staff pending, nor is there any such proceeding threatened against the Corporation which might have a material adverse effect on the Corporation or on the conduct of the Business;
 - (v) collective bargaining agreement currently being negotiated by the Corporation;
and
 - (vi) Staff in receipt of or who has claimed benefits under any weekly indemnity, long term disability or workers' compensation plan or arrangement or any other form of disability benefit programme.
- (g) The Corporation has followed common industry practices in Ontario with respect to treating its personnel who are not identified as employees as independent contractors.

3.19 Litigation

All Claims are set out in **Schedule “K”** and are being defended by the insurance company providing coverage to the Corporation and any potential judgments are fully covered by such insurance policies.

There is no suit, action, litigation, investigation, grievance, arbitration, governmental proceeding or other proceeding including, without limitation, appeals and applications for review, in progress against or relating to the Corporation, the Vendor or affecting the Assets, the Shares or the Business, which if determined adversely to the Corporation, might affect the Corporation, the Business or the Assets, nor are any of the same pending or threatened. Neither the Vendor nor the Corporation is aware of any state of facts on which any of the foregoing might be commenced. There is not presently outstanding against the Corporation or the Vendor any judgment, decree, injunction, rule, order or award of any court, governmental department, commission, agency, instrumentality or arbitrator that affects the Shares, the Assets, the Business or the Corporation in any way.

3.20 Insurance

The Corporation has its property and assets insured by reputable insurers against loss or damage as is appropriate to the Business and the Assets in such amounts and against such risks as are customarily carried and insured against by prudent owners of comparable businesses, properties and assets, and such insurance coverage will be continued in full force and effect to and including the Closing Date. The Corporation is not in default with respect to any of the provisions contained in any such insurance policy, nor has the Corporation failed to give any notice or present any

claim under any such insurance policy in a due and timely fashion. All such policies of insurance are in full force and effect and the Corporation is not in default as to the payment of premium under the terms of any such policy.

3.21 Real Property

- (a) **Real Property.** The Corporation does not own any real property.
- (b) **Tenancies.** The Corporation is not a party to or bound by any leases, tenancies or licenses in relation to the Premises, except as otherwise set out herein.
- (c) **Intellectual Property Rights.** The Corporation is not the owner of any Intellectual Property Rights.
- (d) **Compliance.** The Premises complies with all applicable fire laws, codes, and regulations, and all parking and zoning requirements, and there are no outstanding investigations or other pending matters with any relevant governmental authority which the Vendor or the Indemnifiers have not disclosed to the Purchaser in writing.
- (e) **No Request by any Insurer.** The Vendor has not been requested by any insurer to make any alterations, changes or repairs to the Assets or any part thereof, nor has the Vendor been notified by the Insurers Advisory Organization or similar body that any alterations, changes, or repairs are necessary or desirable.
- (f) **No Default.** The Vendor is not in default under or in breach of any contract or Permitted Encumbrance and there exists no state of facts which after notice or passage of time, or both, would constitute such a default or breach, and all such contracts and Permitted Encumbrances are now in good standing and the Vendor is entitled to all benefits, rights and privileges thereunder.
- (g) **Consents Required in Contracts/leases/Licences.** The Vendor shall be responsible for obtaining any consent for any Contract, lease or Licence, where such consent is required upon a change of control of the Corporation as a result of the consummation of transactions contemplated in this Agreement, at the sole cost of the Vendor. If the Vendor is unable to obtain such consents, then the Contract, lease or Licence shall not be assigned and the Vendor or the Corporation shall, to the extent legally possible, hold its right, title and interest in, to and under such Contract, lease or Licence, in trust for the benefit of the Purchaser until such consent is obtained.

3.22 Family Law Act

No order has been given under the Family Law Act (Ontario) ("FLA") which would or does affect the Shares in any manner whatsoever nor is there any application threatened or pending under the FLA by or against the Vendor.

3.23 Environmental Matters

The Business and the Assets as carried on or used by the Corporation and its predecessors have been carried on and used and are currently carried on and used in compliance with all Environmental Laws.

3.24 Occupational Health and Safety

The Business and the Assets are in compliance with applicable health and safety legislation and regulations and are not subject to any orders or directions of an occupational health and safety authority or similar body.

3.25 Workers' Compensation

On or before Closing, the Corporation shall provide a clearance certificate or other similar documentary evidence from the Worker's Compensation authority certifying that there are no outstanding assessments, penalties, fines, levies, charges, surcharges or other amounts due or owing.

3.26 Validity of Shareholders Loans

The Vendor is the sole legal and beneficial owner of all of the Shareholder Loans as disclosed in the Financial Statements and which have actually and properly been advanced to the Corporation by the Vendor, which Shareholders Loans have not been encumbered or charged by the Vendor in any matter whatsoever to any other third party.

3.27 Leases

The Vendor will cause the landlords of the leases of the Premises and the lessors of the equipment to provide assignments of the leases, as required.

3.28 Non-Compete Agreement

The Vendor agrees to enter into the Non-Compete Agreement, along with Ashborn Binapal and Rajwant Binapal.

3.29 Intentionally Deleted

3.30 Disclosure

No representation or warranty in this Agreement contains any untrue statement of material fact or omits to state any material facts necessary to make any such representation or warranty not misleading to a prospective purchaser of the Shares seeking full information as to the Corporation, Premises, Shares, Business and its Assets and properties. Neither the Vendor nor the Corporation is, aware of any change, event or occurrence that has taken place or is pending that has, or in the future could have, a material adverse effect on the value or ownership of the Shares, Corporation, Premises, the Assets, the Business, or the ability of the Purchaser to operate the Business subsequent to the Closing Date in the manner in which it has been operated by the Corporation, or which could materially increase the costs incurred by the Purchaser in operating the Business subsequent to the Closing Date, including any pending or present change in any Applicable Law or other requirement, including the obtaining or maintenance of permits, licenses or approvals.

3.31 Assets

The Assets constitute all of the assets of the Business and certain assets of Gryphon as hereinbefore set out.

3.32 Pre-Closing Transactions

All pre-closing transactions have been duly completed including the transfer of all assets of TEW and TEL to TET, free and clear of all Encumbrances and Claims.

TEW and TEL shall have no assets or operations as of Closing.

3.33 Survival of Representations and Warranties

All representations, warranties, statements, covenants and agreements made by the Vendor and the Indemnifiers in this Agreement or in any Closing Document shall survive the Closing for a period of three (3) years from the Closing Date, other than the warranties set out in Sections 3.1 through 3.6, 3.11, 3.21, 3.23, 3.24, 3.27 and 3.28 which shall survive Closing and continue without time limit and those covenants, representations and warranties of the Vendor and the Indemnifiers relating to the tax liability of the Corporation shall, unless resulting from any misrepresentations made or fraud committed in filing a return or supplying information for the purposes of the Income Tax Act (Canada), the Corporations Tax Act (Ontario) or any other legislation imposing tax on the Corporation, terminate at the expiration of the last of the limitation periods contained in the Income Tax Act (Canada), the Corporations Tax Act (Ontario) and any other legislation imposing tax on the Corporation subsequent to the expiration of which an assessment, reassessment or other form of recognized document assessing liability for tax, interest and/or penalties thereunder for the period ending at the Closing Time cannot be issued against the Corporation or the Purchaser. In any case, there shall be no limit on the covenants, representations and warranties of the Vendor and the Indemnifiers based on any misrepresentations made or any fraud committed by the Vendor or the Indemnifiers or by their representatives.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor as set out in the following Sections of this Article and acknowledges that the Vendor is relying upon such representations and warranties in connection with the sale of the Shares.

4.1 Incorporation

The Purchaser will on the Closing Date be a corporation duly incorporated, organized and validly existing in good standing under the laws of the Province of Ontario.

4.2 Corporate Power and Due Authorization

The Purchaser will on the Closing Date have all necessary power to enter into and carry out its obligations under this Agreement and the Closing Documents. The Purchaser will on the Closing Date have taken all corporate action necessary to authorize the execution and delivery of this Agreement and the Closing Documents and the consummation of the transactions contemplated thereby.

4.3 Enforceability of Obligations

This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms.

4.4 Absence of Conflicting Agreements

Neither the execution and delivery of this Agreement or any Closing Document by the Purchaser nor the consummation of the transactions contemplated hereby will contravene or violate in any

material respect or result in any material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any obligation under:

- (a) any Applicable Law; or
- (b) the articles, by-laws, directors or shareholders resolutions of the Purchaser.

No consent, approval, order or authorization of, or registration, declaration or filing with any Governmental Agency is required by the Purchaser or with respect to the Business in connection with the execution, delivery and performance of this Agreement or the Closing Documents.

4.5 Survival of Representations and Warranties of Purchaser

Except as set out specifically in this Agreement, all representations, warranties, statements, covenants and agreements made by the Purchaser in this Agreement or in any Closing Document shall survive the Closing for a period of two (2) years from the Closing Date.

ARTICLE 5 -

ARTICLE 6 - OTHER COVENANTS OF THE PARTIES

6.1 Access for Investigation

The Vendor shall cause the Corporation to permit the Purchaser, and its professional advisors, lenders and their respective employees and agents, between the date hereof and the Closing Time, to have sufficient access at mutually agreed to times and conditions to the Premises and to all the books, accounts, records and other data of the Corporation (including, without limitation, all corporate, accounting and tax records of the Corporation) and to the properties and Assets of the Corporation and to furnish to the Purchaser such financial and operating data and other information with respect to the Business and Shares of the Corporation as the Purchaser or its professional advisors shall from time to time reasonably request.

6.2 Delivery of Books and Records

At the Closing Time, the Vendor shall deliver to the Purchaser all books and records of the Corporation including, without limitation, the following documents:

- (a) all financial, accounting and tax records;
- (b) the corporate records, minute book, and corporate seal of the Corporation;
- (c) all Staff, financial, accounting and tax records;
- (d) all contracts, leases and licences relating to the Business.

6.3 Actions to Satisfy Closing Conditions

Each of the Parties shall take all such action as is within its power to control, and shall use its best efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all conditions set forth in this Agreement, including all conditions precedent set forth in Article 8, which are for the benefit of any Party.

6.4 Disclosure

The Vendor shall forthwith disclose in writing to the Purchaser any matter which has become known to the Vendor prior to the Closing Time which is inconsistent in any respect with any of the representations or warranties contained herein. The Vendor shall deliver the Financial Statements to the Purchaser within five (5) days of the date of this Agreement.

6.5 Obtain Consents

The Vendor shall, at the Vendor's own expense, obtain all consents, approvals, orders and authorizations of any Person or Governmental Agency, required to be obtained by the Vendor or the Corporation in connection with the completion of the transactions contemplated by this Agreement.

6.6 Broker Commission

The Vendor and Indemnifiers will be responsible for any commissions and hereby agree to indemnify the Purchaser and the Corporation against any commissions owing. This indemnity will survive Closing.

6.7 Staff

As a matter of law, the Purchaser hereby agrees that all Staff shall have with the Corporation continued employment or continued retainer on substantially similar terms and conditions as their existing terms, and under no circumstances, terms and conditions that would be considered less favourable. The Parties agree that if the Purchaser decides to terminate the employment of any Staff of the Corporation and provides written notice of termination to such Staff within the thirty (30) day period following the Closing Date, the severance cost and notice period cost of the Staff terminations (which shall not include the Purchaser's or the Vendor's legal fees and disbursements associated with such terminations) required either by statute, at common law or by contract shall be the sole responsibility of the Vendor (as to 100%). The Parties further agree upon and from thirty (30) days following the Closing Date, all severance and termination related costs in connection with any Staff remain on the sole account of the Purchaser.

The Purchaser shall have entered into employment contracts, effective from the Closing Date, with each of the Staff listed (the "**Transferred Staff**"), being all the Staff of the Business, on terms and conditions of employment which are substantially similar and, in any event, no less favourable than those which are presently in effect in the Business including regarding tenure and seniority.

The Purchaser agrees to assume all existing contracts between the Corporation and any independent contractors and any existing contract between the Corporation and any owner operators (the "**Non-Staff Contracts**").

The Vendor shall be responsible for any statutory deductions, severance, pay, wages and all other claims accrued to all Staff who the Purchaser advises shall be terminated by the Corporation prior to the Closing Date and the Vendor shall be responsible for all amounts owing to all Staff prior to the Closing Date. The Purchaser is responsible for any pay, termination pay, severance pay, and other obligations due to the Transferred Staff after the Closing Date.

The Vendor and Indemnifiers hereby indemnify and save harmless the Purchaser in respect of any Staff liabilities, including any claims for wrongful dismissal, independent contractors being deemed to be Staff, owner operators being deemed to be Staff or otherwise which may be made by any Staff of the Corporation and relating to the period prior to the Closing Date. This indemnity will survive Closing.

Notwithstanding anything herein to the contrary, the Vendor shall not be obligated to make any contribution or payment to the Purchaser: (a) if the Purchaser terminates a Staff's employment or independent contractor's contract for just cause; (b) if the termination of a Staff's employment or independent contractor's contract is in violation of applicable laws, including the Ontario Employment Standards Act, 2000, the Ontario Human Rights Code, the Workplace Safety and Insurance Act or the Pay Equity Act; and (c) with respect to any amounts claimed for punitive, aggravated or bad faith damages. Further, if the Vendor has contributed to the termination costs of a Staff the Purchaser shall not be allowed to rehire such terminated Staff.

6.8 Existing Customers

As a condition of Closing, the Vendor will allow the Purchaser to meet customers of the Corporation, TEW, TEL and Gryphon before Closing to properly ensure a transition of such contacts.

6.9 Assets of Gryphon

Gryphon hereby transfers the assets set out in 1.1(a), 1.1(b) 1.1(c) and 1.1(d) to the Corporation as of Closing. The Vendor and Indemnifiers hereby represent and warrant that such assets are free and clear of any Encumbrance or Claim.

6.10 Post-Closing Transactions

The Vendor and the Indemnifiers shall cause TEW and TEL to dissolve or otherwise wind-up within one (1) year of Closing.

ARTICLE 7 - INDEMNIFICATION

7.1 Mutual Indemnification for Breaches of Warranty

The Vendor and the Indemnifiers, jointly and severally, hereby indemnify the Purchaser and save the Purchaser harmless from each Purchaser's Claim, and the Purchaser hereby indemnifies the Vendor and save him harmless from each Vendor's Claim. No indemnified Party may seek indemnification for any Claim based on a breach of a representation or warranty hereunder that arises after the representation or warranty upon which that Claim is based terminates as provided in Sections 3.31 and 4.5, unless advance notice of each such Claim has been provided to the indemnifier prior to such termination. The Indemnifiers hereby fully guarantee the obligations and Liabilities of the Vendor in this Agreement. This indemnity shall survive Closing.

7.2 Interest on Amounts of Indemnities

All amounts which an indemnifier is liable to pay pursuant to this Article shall bear interest at a rate per annum equal to the Prime Rate, calculated and payable monthly, both before and after judgment, with interest on overdue interest at the same rate, from the date the Claim arose to the date of payment.

7.3 Notification

Any Party who has a potential or actual liability or who contemplates making any payment which would constitute a Claim for which that Party considers seeking indemnification shall forthwith notify each indemnifier of all particulars of that potential Claim, and each indemnifier shall have the right to participate in any negotiations with respect thereto. The failure to notify promptly of

such claim shall not adversely affect rights to indemnify hereunder except to the extent that such failure increases the amount of liability or cost of the defense.

7.4 Payment of Indemnities and Set-Off

Each indemnifier shall pay indemnities pursuant to this Agreement with all accrued interest thereon within ten (10) Business Days of receiving notice of a valid Claim. The Purchaser or the Corporation shall have the right to satisfy any amount from time to time owing by it to the Vendor or the Indemnifiers by way of set-off against any amount owing from time to time by the Vendor or Indemnifiers to the Purchaser or the Corporation, including any amount owing to the Purchaser pursuant to the Vendor's indemnification under this Section.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, ANY INDEMNITIES PROVIDED PURSUANT TO THIS AGREEMENT ARE LIMITED TO THE TOTAL AGGREGATE AMOUNT OF \$250,000.00.

ARTICLE 8 - CONDITIONS PRECEDENT

8.1 Purchaser's Closing Conditions

The obligation of the Purchaser to complete the purchase of the Shares and the Shareholders Loans and the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the conditions precedent set out in the following Sections (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part in writing).

- (a) **Accuracy of Representations and Performance of Covenants.** All of the representations and warranties of the Vendor and the Indemnifiers made in or pursuant to this Agreement, including the representations and warranties made by the Vendor and the Indemnifiers set forth in Article 3, are true and correct and each of the Vendor, the Indemnifiers and the Corporation have observed and performed all of their respective covenants, obligations and agreements hereunder which are to be observed or performed by them at or before Closing.
- (b) **Performance of Obligations of Vendor and Indemnifiers.** The Vendor and the Indemnifiers have performed or complied with, in all respects, all the Vendor's and Indemnifiers' other obligations, covenants and agreements hereunder.
- (c) **Consents and Approvals.** All requisite governmental and regulatory approvals of exemptions from and consents to the transaction contemplated by this Agreement shall have been obtained including, but not limited to, the CVOR Certificate by the Purchaser and the Vendor shall have obtained all consents and approvals to the assignment of any contracts, licences, leases and other instruments which the Purchaser considers material to the Business of the Corporation.
- (d) **No Material Adverse Change.** No material adverse change has occurred with respect to the Shares, the Shareholders Loans, the Business, the Vendor, the Corporation or the Assets or the future prospects of the Business other than what is disclosed or set out in this Agreement or the Schedules to this Agreement.
- (e) **Litigation.** No court order shall have been entered that enjoins, restrains, changes or prohibits the consummation of any of the transactions contemplated hereby, and

no Party, including the Purchaser, nor any of such Party's directors, officers, Staff, or agents shall be a defendant or third party to or threatened with any litigation or proceedings before any court or Governmental Agency which, in the opinion of the Purchaser, acting reasonably, could prevent or restrict the Purchaser or such Party from performing any of their respective obligations pursuant to this Agreement or pursuant to any of the Closing Documents.

- (f) **Receipt of Closing Documentation.** All documentation relating to the sale and purchase of the Shares and the Shareholders Loans including the Closing Documents, and all resolutions of directors and shareholders of the Corporation relating to the due authorization and completion of such sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Vendor, the Indemnifiers and the Corporation of their respective obligations under this Agreement shall be satisfactory to the Purchaser and its counsel and the Purchaser shall have received copies of the Closing Documents and all such documentation or other evidence as they may reasonably request in order to establish the consummation of the transactions contemplated hereby and the taking of all corporate proceedings in connection therewith in form (as to certification and otherwise) and substance satisfactory to the Purchaser and its counsel.
- (g) **Directors and Officers of Corporation.** The Vendor and all persons who act as directors and officers of the Corporation shall submit an undated resignation from all positions with the Corporation at the Closing Time, along with signed comprehensive releases from each such person of all respective claims against the Corporation up to the Closing Time including claims for current unpaid remuneration and advances made to the Corporation.
- (h) **Customers.** The Vendor has transferred all of the customers of TEW and TEL to the Corporation prior to Closing.
- (i) **Goodwill/Business Names.** The Vendor and Indemnifiers hereby transfer all rights to the name “**Trans Emerge**” and any similar names used in the Business.

8.2 Vendor's Conditions

The obligation of the Vendor to complete the sale of the Shares and the Shareholders Loans is subject to the satisfaction of or compliance with, at or before the Closing Time, each of the conditions precedent set out in the following Sections (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by him in whole or in part in writing):

- (a) **Accuracy of Representations and Performance of Covenants.** All of the representations and warranties of the Purchaser made in or pursuant to this Agreement, including the representations and warranties made by the Purchaser set forth in Article 4, are true and correct and the Purchaser has observed and performed all of his covenants, obligations and agreements hereunder which are to be observed or performed by it at or before Closing.
- (b) **Performance of Obligations.** The Purchaser shall have performed or complied with, in all respects, all of its other obligations, covenants and agreements hereunder.

8.3 Waiver

Any Party may waive, by notice to the other Parties, any condition set forth in this Article 7 which is for its benefit. No waiver by a Party of any condition, in whole or in part, shall operate as a waiver of any other condition.

8.4 Failure to Satisfy Conditions

If any condition set forth in Sections 7.1, 7.2 or 7.3 is not satisfied and complied with as of the Closing Time and such condition has not been waived in writing, then this Agreement shall be null and void and of no further force and effect and each party shall be released from all obligations and liabilities hereunder.

8.5 Destruction or Expropriation

If, prior to the Closing Time, there occurs any material destruction or damage by fire or other cause or hazard to any of the Assets, or if the Assets or any material part of them are expropriated or forcefully taken by any Governmental Agency or if notice of intention to expropriate a material part of the Assets has been filed in accordance with Applicable Law, then the Purchaser may, at its option,

- (a) send written notice to the Vendor that this Agreement is to be terminated;
- (b) reduce the Purchase Price by notice to the Vendor, by an amount equal to the difference between:
 - (i) the cost of repair, or, if such Assets are destroyed or damaged beyond repair, by an amount equal to the replacement cost of the assets forming part of the Assets so damaged or destroyed; and
 - (ii) the insurance or expropriation proceeds received in respect of such Assets and to complete the purchase; or
- (c) elect to complete the purchase and sale of the Shares on the basis originally set forth herein.

ARTICLE 9 - GENERAL

9.1 Expenses

Each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing this Agreement and the transactions contemplated hereunder, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

9.2 Tender

Any tender of documents or money hereunder may be made upon the Parties or their respective counsel and money shall, in respect of Closing, be tendered by official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank.

9.3 Time

Time is of the essence of this Agreement and each of its provisions.

9.4 Calculation of Time/Holidays

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 6:00 p.m. (Toronto time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 6:00 p.m. (Toronto time) on the next Business Day. If any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

9.5 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

9.6 Non-Merger

The Parties agree that the rights, obligations and provisions of this Agreement shall not merge upon the completion of the transactions contemplated hereby but shall survive the Closing in accordance with their terms.

9.7 Assignment

The Purchaser may, without the consent of any other Party, assign this Agreement and its rights hereunder to any Person. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, legal representatives, successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.

9.8 Further Assurances

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement and the Closing Documents.

9.9 Notices

Any notice, demand or other communication (in this Section, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person during normal business hours of the recipient on a Business Day and left with the recipient, for notice delivered to individuals a receptionist or other responsible employee of the recipient at the relevant address set forth below;
- (b) except during any period of actual or imminent interruption of postal services due to strike, lockout or other cause, sent by prepaid mail; or

(c) sent by electronic or facsimile transmission:

(i) in the case of a notice to the Vendor, Corporation and Harminder at:

c/o Harminder Binapal
2809-3975 Grand Park Drive
Mississauga, ON L5B 0K4
Email: hb@transemerge.com
with a copy to:
Attn: Sundip S. Natt
TSC Law Professional Corporation
218 Export Boulevard, Suite 510
Mississauga, ON L5S 0A7
Email : sundip@tsclaw.ca

(ii) in the case of the Indemnifiers at:

c/o Ashborn Binapal
15103 regional Road 50
Bolton, ON L7E 3H9
Email:
with a copy to:
Attn: Sundip S. Natt
TSC Law Professional Corporation
218 Export Boulevard, Suite 510
Mississauga, ON L5S 0A7
Email : sundip@tsclaw.ca

(iii) in the case of a notice to the Purchaser at:

c/o Harjeet Mander
2880 Argentina Road, Unit 11
Mississauga, ON L5N 7X8
Email: Harry@ameri-cansystems.com
with a copy to:
Attn: Puneet S. Kohli
Simmons da Silva LLP
200-201 County Court Boulevard
Brampton, ON L6W 4L2
Email: puneet@sdsllawfirm.com

Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by electronic transmission, provided such day is a Business Day and if not, on the first Business Day thereafter. Addresses for notice may be changed by giving notice in accordance with this Section. Notices delivered by electronic transmission to legal counsel representing a Party shall be deemed to have been given and received by such Party on the day transmitted.

9.10 Prior Agreements

Except as otherwise provided herein, this Agreement supersedes and replaces all prior agreements entered into by the Parties, whether written or oral.

9.11 Counterparts and Electronic Versions

This Agreement may be executed by the Parties in separate counterparts, which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. A faxed or electronic copy shall be considered an original.

(signature page to follow)

IN WITNESS WHEREOF the Parties have, by their duly authorized representatives duly executed this Agreement as of the date first above written.

1000721672 ONTARIO INC.

Per:

Harjeet Mander, A.S.O.
I have authority to bind the Corporation

TRANS EMERGE TRANSPORT INC.

Per:

Harminder Singh Binapal, A.S.O.
I have authority to bind the Corporation

Witness

HARMINDER SINGH BINAPAL

9258426 CANADA LTD.

Per:

HARMINDER SINGH BINAPAL, A.S.O.
I have authority to bind the Corporation

8462992 CANADA LTD.

Per:

ASHBORN BINAPAL, A.S.O.
I have authority to bind the Corporation

GRYPHON TRANSPORTATION INC.

Per:

ASHBORN BINAPAL, A.S.O.
I have authority to bind the Corporation

ROYAL BANK OF CANADA
Applicant

-and- TRANS EMERGE TRANSPORT INC.
Respondent

Court File No. CV-24-00712328-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERICAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

**AFFIDAVIT OF HARJEET MANDER
(SWORN JANUARY 19, 2024)**

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